



**KENYA NATIONAL QUALIFICATIONS AUTHORITY**

*Shaping the Future of Kenya*

**REPUBLIC OF KENYA**



**KENYA NATIONAL QUALIFICATIONS AUTHORITY**

**KENYA NATIONAL QUALIFICATIONS AUTHORITY**

**REQUEST FOR PROPOSAL (RFP)**

**FOR  
SUPPLY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF A  
NATIONAL QUALIFICATIONS INFORMATION MANAGEMENT SYSTEM  
(NAQIMS)**

**RFP NUMBER: TENDER NUMBER: KNQA/01/2019-2020**

**CLOSING DATE & TIME: 31<sup>ST</sup> MARCH, 2020 AT 10.00 a.m**

**MARCH 2020**

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## SECTION 1: INVITATION TO TENDER

### KNQA/01/2019-2020: REQUEST FOR PROPOSAL

- 1.1. Kenya National Qualifications Authority (KNQA) is state cooperation established by the Kenya National Qualifications Framework (KNQF) Act No. 22 of 2014 and the KNQF regulations of 2015 to coordinate and harmonize education, training, assessment and quality assurance of all qualifications awarded in the country; with the view to improving quality and international comparability. The KNQA envisage implementing part of Kenya's international commitments to develop an accurate, reliable and robust database of all qualifications in the country that will allow for comparability and information sharing in the education sector globally. **KNQA Invites sealed tenders from eligible and competent bidders for supply, installation & configuration and commissioning of a National Qualifications Information Management System (NAQIMS).**
- 1.2. Interested eligible candidates may purchase (or collect tender documents forms from KNQA offices located at 6<sup>th</sup> floor Uchumi House, Nairobi Kenya) a complete set of bidding documents by paying a non-refundable fee of Ksh 1,000/- (one thousand shillings only) in form of a banker's cheque payable to Kenya national Qualifications Authority or deposited in KNQA account held at KCB, Kencom Branch. The document may also be downloaded from [www.knqa.go.ke](http://www.knqa.go.ke).
- 1.3. Tenders must be accompanied by security from a bank of financial institution approved by PPRA for 2% of tender sum.
- 1.4. Completed serialized/paginated tender/bidding documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at the Tender Box located at the KNQA, Procurement office (6<sup>th</sup> Floor, Uchumi House located along Aga khan walk Nairobi) on/or before 31<sup>st</sup> March ,2020 10.00 a.m local time and addressed to.

Director General  
Kenya National Qualifications Authority  
P.O. Box 72635-00200  
Nairobi  
Tel: + 254 202 100 272  
Email: [knqa.go.ke@gmail.com](mailto:knqa.go.ke@gmail.com)
- 1.5. Tenders will be opened immediately thereafter in presence of the candidates or their representatives who choose to attend.

## **SECTION II – INFORMATION TO BIDDERS (ITB)**

### **2.1 Introduction**

- 2.1.1** The client named the appendix to “ITC” will select the firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the appendix.
- 2.1.2** The bidders are invited to submit a Technical Proposal and a Financial Proposal in separate envelopes and clearly marked. The proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 2.1.3** The bidders must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, bidders are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal.
- 2.1.4** Please note that (i) The costs of preparing the proposal and negotiating the contract, including any visit to the client are not reimbursable as direct cost of the assignment; and (ii) the client is not bound to accept any proposals submitted.
- 2.1.5** The Tenderer is expected to examine all instructions, forms, terms and particulars in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.
- 2.1.6** Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.
- 2.1.7** At any time prior to the deadline for submission of tenders, KNQA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.1.8 The request for proposals (RFP) includes the following documents:**
- (i) -Letter of invitation
  - (ii) -Information To Bidders (ITB)
  - (iii) -Terms of Reference
  - (iv) -Technical proposals
  - (v) -Financial proposal
  - (vi) -Standard Forms
- 2.1.9** The procuring entity’s employees, committee members, council members and their relative (spouse and children) are not eligible to participate.
- 2.1.10** The procuring entity shall allow the tenderer to review the tender document free of charge.

## **2.2 Clarification and Amendment of RFP Documents**

- 2.2.1** Bidders may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by electronic mail to the Client address indicated in Appendix "ITC". The Client will respond by electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited bidders who intend to submit proposals.
- 2.2.2** At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda to all invited bidders and will be binding on them. The Client may at their discretion extend the deadline for the submission of proposals and such will be communicated to the bidders.

## **2.3 Preparation of Technical Proposal**

- 2.3.1** The tender prepared by tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and procuring entity, shall be written in English language.
- 2.3.2** In preparing the Technical Proposal, bidders are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of the proposal.
- 2.3.3** While preparing the Technical Proposal, bidders must give particular attention to the following:
- i. If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual bidder(s) and/or other firms or entities in a joint venture or sub-contract as appropriate. Bidders shall not associate with the other bidders invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
  - ii. For assignments on staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by firm.
  - iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
  - iv. Proposed professional staff must as a minimum, have the experience in the Subject Matter for Proposal (Management Information System), preferably working under conditions similar to those prevailing in Kenya.
  - v. Alternative professional staff shall not be proposed and Curriculum Vitae (CV) must be

submitted for each Professional who will be performing the contract.

**2.3.4** The Technical Proposal shall provide the following information using the attached Standard Forms:

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by client.
- (iii) A description of the methodology and work plan for performing the assignment
- (iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.
- (vi) Adequacy of the proposed work plan and methodology in responding to the terms of reference e.g the transfer of Technology Programme (Training), Post LIVE support and Maintenance., Ability of integration with other applications built on open standards and Any additional information requested.

**2.3.5** The Technical Proposal shall **NOT** include any financial information.

## **2.4 Preparation of Financial Proposal**

**2.4.1** In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms. It lists all costs associated with the assignment. If appropriate these costs should be broken down to be understood by the Client.

**2.4.2** The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the bidders, the sub-bidders and their personnel, unless "section ivb" specified otherwise.

**2.4.3** Bidders shall express the price of their services in Kenya Shillings.

**2.4.4** The Proposal must remain valid for 120 days after the submission date. During this period, the Bidder is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the bidders shall agree to the

extension.

## **2.5 Submission, Receipt, and Opening of Proposals**

**2.5.1** The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

**2.5.2** The original and two copies of the Technical proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**” and the original and two copies of the Financial proposal shall be placed in a sealed envelop clearly marked “**FINANCIAL PROPOSAL**” and warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope, sealed. This outer envelope shall bear the submission address, and other information indicated in the Appendix “ITB” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”

**2.5.3** If the outer envelope is not sealed and marked as required by paragraph 2.5.2 KNQA will assume no responsibility for the tender’s misplacement or premature opening.

**2.5.4** The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in Appendix “ITB”. Any proposal received after the closing time for submission of proposals shall be returned to the respective bidder unopened.

**2.5.5** After the deadline for submission of proposals, the opening committee shall open the Technical proposals immediately. The financial proposal shall remain sealed and deposited with responsible officer of the client department up to the time for public opening of financial proposals.

## **2.6 Proposal Evaluation General**

**2.6.1** From the time the bids are opened to the time the contract is awarded, if any bidder wishes to contact the client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix”ITB”.Any effort by the firm to influence the client in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant’s proposal.

**2.6.2** Evaluators of Technical proposals shall have no access to the financial proposals until the technical evaluation is concluded.

## **2.7 Tender Modifications and Withdrawal**

- 2.7.1** In case of modification, the tenderer's modification or withdrawal notice shall be prepared sealed, marked and dispatched. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, marked not later than the deadline for submission of tenders.
- 2.7.2** KNQA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.7.3** KNQA shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer
- 2.7.4** No tender may be modified after the deadline for submission of tenders.
- 2.7.5** KNQA will open all tenders in the presence of tenderers' representatives who choose to attend, at 10.00 a.m of 31<sup>st</sup> March,2020 and in the location specified in the Invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance to Opening of Tenders
- 2.7.6** The tender's names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as KNQA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.7.7** The received tenders will be evaluated in three stages as detailed below:  
Stage 1: Compliance with Mandatory Requirements;  
Stage 2: The Technical Evaluation  
Stage 3: The Financial Evaluation.



## 2.8 Evaluation of Technical Proposal

2.8.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

**TABLE: 1**

S/No	EVALUATION CRITERIA	
1	<p><b>MANDATORY REQUIREMENTS</b>  <b>Particulars of eligible tenderer</b>                      The tenderer shall provide the following mandatory requirements (<b>failure to submit the mandatory requirements will lead to disqualification from the tender process – preliminary evaluation</b>)</p> <ul style="list-style-type: none"> <li>(i) Bid Bond (2% of tender sum in Kenya Shillings)</li> <li>(ii) Duly filled, signed and stamped Request for Proposal Form (Tender form)</li> <li>(iii) Copy of certificate of Registration/Incorporation in Kenya</li> <li>(iv) Copy of valid KRA Tax Compliance Certificate</li> <li>(v) PIN Registration Certificate</li> <li>(vi) Valid Business Permit.</li> <li>(vii) Duly filled and signed Confidential Business Questionnaire.</li> <li>(viii) Duly filled and signed Bidder’s Declaration and Integrity Pact</li> <li>(ix) Submit one copy and one original of your tender document</li> <li>(x) Duly filled, signed and stamped Technical and Financial Submission forms.</li> <li>(xi) All pages (original and copy) of the tender documents MUST be serialized and initialized by the tenderer including attachments to the bid documents.</li> <li>(xii) Must submit manufacturers authorization or letter of product Ownership.</li> </ul>	
2.	<b>TECHNICAL EVALUATION</b>	<b>SCORE</b>
i.	<p><b>COMPANY</b></p> <ul style="list-style-type: none"> <li>a. Reliability, Industry Standing and should be an IT company -<b>3</b></li> <li>b. Must have been in existence for at least 10 Years -<b>2</b></li> <li>c. The company must be accredited by the ICT Authority to provide ICT services to the Government of Kenya -<b>10</b></li> </ul>	<b>15</b>

ii.	<p><b>EXPERIENCE CRITERIA</b></p> <p>a.Experience in implementing projects of similar nature of which 3 must have been implemented in Kenya – <b>5</b></p> <p>b.The similarity shall be based on the:</p> <p>i. physical size, -<b>1</b></p> <p>ii. complexity, methods/technology, -<b>1</b></p> <p>iii. innovativeness -<b>1</b></p>	<b>15</b>
	<p>c. i. Experience in implementing systems that are capable of receiving online applications, -<b>1</b></p> <p>ii. application processing through workflows, - <b>1</b></p> <p>iii.Issuing certificates, -<b>1</b></p> <p>iv. Tracking validity,-<b>1</b></p> <p>v. Portal access to public, -<b>1</b></p> <p>vi. Data warehousing and-<b>1</b></p> <p>vii. document Archiving -<b>1</b></p>	
iii.	<p><b>FINANCIAL CAPABILITY</b></p> <p>Minimum Annual turnover of Ksh. 100,000,000.00(One hundred Million only)per year in the last 3 years to be evidenced by Audited Accounts, before submission of the RFP -<b>5</b></p>	<b>5</b>
iv.	<p><b>SOLUTION</b></p> <p>Understanding and meeting the requirement and Responsiveness to the Terms of Reference - <b>25</b></p> <p><b>NB:</b></p> <p><b>(Failure to score above 20 will lead to automatic disqualification)</b></p>	<b>25</b>
v.	<p><b>METHODOLOGY</b></p> <p>(i) The proposed implementation methodology -<b>3</b></p> <p>(ii) The Bidder should have an equivalent of ISO or higher certification for software development -<b>2</b></p> <p>(iii) Responsiveness to the Implementation Approach and Methodology section of RFP-<b>5</b></p>	<b>10</b>

vi.	<p><b>STAFF AND COMPETENCIES</b></p> <p>(i) Qualifications and certifications of Proposed Resources in their areas of expertise e.g. The bidders should have at least 3 PMP certified project managers whom the bidder should delegate at least one of them during the project execution and implementation -<b>5</b></p> <p>(ii) The bidder should have competencies in the proposed technology and have at least 3 trained and experienced resource persons on the proposed technology and should have been with the company for the at least 5 years before submission of documents. Bidders should submit enough documents to justify the criteria -<b>10</b></p> <p>(iii) Number of Years of Proposed Resource persons in developing and implementing Systems of similar nature and Scope -<b>5</b></p>	<b>20</b>
vii.	<p><b>TRAINING AND SUPPORT</b></p> <p>(i) Capacity and ability of the bidder in providing Training/capacity building and Local Support -<b>5</b></p>	<b>5</b>
viii.	<p><b>PAYMENT INTEGRATION</b></p> <p>The bidder should provide evidence of implementing bank direct debits, POS, and mobile money integration for a client with in the last three years. -<b>5</b></p>	<b>5</b>
	<b>TOTAL</b>	<b>100</b>

**TABLE: 2**

Evaluation Attribute	Weighting Score	Score
<b>Technical proposal evaluation:</b> The solution will be evaluated on meeting the detailed technical requirements.	Full compliance=70 marks Technical weighted score=Evaluated technical score of a firm divide by 100, multiplied by 70 (maximum score of technical evaluation)	70

To proceed to the financial evaluation stage, the bidder must score a minimum of **70%**, on their technical proposal.

Technical Proposals, which do not meet the minimum qualifying pass mark of 70%, shall have their financial proposals declined and returned unopened. Only technically qualified bidders will proceed to the next stage to have their proposed bid prices and financial proposal evaluated.

## **2.9 Public Opening and Evaluation of Financial Proposal**

**2.9.1** After evaluation of the Technical Proposal, the Client shall notify those bidders whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their financial proposal will be returned after completion of the selection process. The Client shall simultaneously notify the bidders who have secured the minimum qualifying mark, indicating the date and time set for evaluating the financial proposals. The opening date shall be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

**2.9.2** The financial proposal shall be opened publicly in the presence of the bidders or their representatives who chose to attend. The name of the bidder, the technical scores and the proposed prices shall be read aloud and recorded when the financial proposals are opened. The client shall prepare minutes of the public opening.

**2.9.3** The evaluation committee will determine whether the financial proposals are complete (i.e. whether the bidder has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

**2.9.4** Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

**2.9.5** Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price .

**2.9.6** Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

**TABLE: 3**

Evaluation Attribute	Weighting Score	Score
<p><b>Financial proposal evaluation:</b>            Financial score = <math>S_f = 100 \times F_m / F</math>, where:</p> <ul style="list-style-type: none"> <li>- <math>S_f</math> is Financial score</li> <li>- 100 is Percentage constant</li> <li>- <math>F_m</math> is the price of the lowest bidder</li> <li>- <math>F</math> is Financial proposal of a firm being evaluated</li> </ul>	<p>Weighted total score=30 points            Financial weighted score: <math>s_f = 100 \times F_m / F</math>, divide by 100, multiplied by 30 (maximum score of weighted financial evaluation)</p>	30
<p><b>Overall Ranking:</b>Proposals will be ranked according to their combined Technical(<math>S_t</math>) and financial(<math>S_f</math>) scores using weights(<math>T</math>=the weight given to technical proposal:<math>P</math>=the weight given financial proposal;<math>T+p=1</math>)indicated in the Appendix.The combined technical and financial score,<math>S</math>,is calculated as follows:- <math>S = S_t \times T\% + S_f \times P\%</math>.The firm achieving the highest combined technical and financial score can be invited for negotiations and /or award.</p>		

**2.10 Award Criteria**

- (i) KNQA will award the contract to the successful tenderer whose tender has been determined to have achieved the highest combined score (Technical and Financial Score), provided by formulas in table;2 and Table 3, further that the tenderer is determined to be qualified to perform the contract satisfactorily.

**2.11 Negotiations**

- 2.11.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITB”. The aim is to reach agreement on all points and sign a contract.
- 2.11.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting a firm that can offer services within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.11.3 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.11.4 The procuring entity shall appoint a team for the purpose of the negotiations.

## **2.12 Award of Contract**

2.12.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other bidders on the shortlist that they were unsuccessful and return the Financial Proposals of those bidders who did not pass the technical evaluation.

2.12.2 The selected firm is expected to commence the assignment on the date and at the location specified.

2.12.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.12.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.12.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.12.6 To qualify for contract awards, the tenderer shall have the following:

2.12.6.1 Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

2.12.6.2 Legal capacity to enter into a contract for procurement.

2.12.6.3 Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

2.12.6.4 Have not been debarred from participating in public procurement.

## **2.13 Confidentiality**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

## **2.14 Corrupt or Fraudulent Practices**

2.14.1 The procuring entity requires that the bidders observe the highest standards of ethics during the selection and award of the contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent

practices.

2.14.2 The procuring entity will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.14.3 Further a bidder who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

### **2.15 Appendix to Information to Bidders (ITB)**

The following information for procurement of a MIS services and selection of Bidders shall complement or amend the provisions of the information to bidders, wherever there is a conflict between the provisions of the information and to bidders and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to bidders

2.15.1	The name of the Client is: Kenya National Qualifications Authority Po Box 72635-00200, Nairobi Tel: +254 202 100 272 Email address: <a href="mailto:knqa.go.ke@gmail.com">knqa.go.ke@gmail.com</a>
2.15.2	The method of selection is Quality and Cost Based selection (QCBS)
2.15.3	Technical Proposal and Financial Proposal in separate envelopes and clearly marked are requested: <b>Yes</b>
2.15.4	The name ,objectives, and description of the assignment are: Request Request for proposal for supply ,installation, configuration and Commissioning of a National Qualification Information Management System (NAQIMS).
2.15.5	The name(s), address(es) .Email address and telephone numbers of the client's official (s):  Kenya National Qualifications Authority Po Box 72635-00200, Nairobi Tel: +254 202 100 272 Email address: <a href="mailto:knqa.go.ke@gmail.com">knqa.go.ke@gmail.com</a>
2.15.6	A pre-proposal conference will be held: <b>NO</b>
2.15.7	The bidder shall express the cost in Kenya Shillings ( <b>KES</b> ).



2.15.8	The Proposal must remain valid for <b>120 days</b> after the submission date.
2.15.9	The bidder must submit an original and financial proposal with two copies o each.
2.15.10	Proposal must be submitted no later than the following date Tuesday 31 <sup>st</sup> March 2020, at 10.00 a.m
2.15.11	The minimum technical score required to pass 70 marks
2.15.12	The weights given to the technical and financial proposals are: T=70 F=30
2.15.11	The assignment is expected to commence on April ,2020 in Nairobi.
2.15.11	The proposal submission address is: The Director General Kenya National Qualifications Authority Po Box 72635-00200 Nairobi, Kenya 6 <sup>th</sup> Floor, Uchumi House, along Aga Khan Walk,  Information on the outer envelope should also include: <b>Request for Proposal: Supply, Installation &amp; Configuration and Commissioning of A National Qualifications Management Information System.</b>
2.15.12	The address to send information to client is:  Kenya National Qualifications Authority Po Box 72635-00200, Nairobi Tel: +254 202 100 272 Email address: <a href="mailto:knqa.go.ke@gmail.com">knqa.go.ke@gmail.com</a>

## **SECTION III: TERMS OF REFERENCE (TORs)**

### **3.1 Background**

The Kenya National Qualifications Authority (KNQA) is established under the KNQF Act No 22 of 2014 and KNQF Regulations of 2018 to coordinate and harmonize education, training and assessment and quality assurance of all qualifications awarded in the country, with the goal of improving quality and international comparability and realize lifelong learning. The Authority defines the various qualifications offered in the country, and the inter-relationships between them, and creates International comparability. In this ecosystem, the KNQA plays an important role as the chief accreditation and qualifications body for academic institutions, professional bodies and professional and courses. The role of this mandate includes;

- (i) Registering of Qualification Awarding Institutions
- (ii) Registering National Qualifications
- (iii) Registering of Learners

According to the KNQF Act 2014, the main functions of the KNQA include;

- (i) Co-ordinate and Supervise the Development of Policies on National Qualifications
- (ii) Develop A Framework for The Development of an Accreditation System on Qualifications
- (iii) Develop A System for Assessment of National Qualifications
- (iv) Develop and Review Inter-relationships and Linkages Across National Qualifications I  
Consultation with Stakeholders, Relevant Institutions and Agencies
- (v) Maintain A National Database of National Qualifications
- (vi) Publish Manuals, Codes and Guidelines on National Qualifications
- (vii) Advise and Support Any Person, Body or Institution Which Is Responsible for The Award of  
National Qualifications
- (viii) Publish an Annual Report on The Status of National Qualifications
- (ix) Set Standards and Benchmarks for Qualifications and Competencies Including Skills, Knowledge,  
Attitudes and Values
- (x) Define the Levels of Qualifications and Competencies
- (xi) Provide for The Recognition of Attainment or Competencies Including Skills, Knowledge,  
Attitudes and Values
- (xii) Facilitate Linkages, Credit Transfers and Exemptions and A Vertical and Horizontal Mobility at  
All Levels to Enable Entry, Re-Entry and Exit
- (xiii) Conduct Research on Equalization of Qualifications

- (xiv) Establish Standards for Harmonization and Recognition of National and Foreign Qualifications
- (xv) Build Confidence in the National Qualifications System that Contributes to the National Economy
- (xvi) Provide Pathways that Support the Development and Maintenance of Flexible Access to Qualifications;
- (xvii) Promote the Recognition of National Qualifications Internationally

Under its Qualification framework, KNQA is responsible for accrediting qualification awarding institutions which including Universities, TVET institutions and Examination bodies like KNEC, KASNEB, TVET CDACC,

Lack of a centralized way of sharing information among education stakeholders, there lacks a credible system for credit accumulation and transfer (CATs) making it difficult to progress between institutions or programs. Presently, the information silos make it difficult to for policy makers to obtain information such as the student dropout rates, course turnover, institution turnover, bottlenecks, etc. from education institutions. This information is important since it allows education stakeholders to budget and apportion resources to students and institutions, and to address skill gaps in the formal and informal sectors.

Furthermore, with the lack of a national skill and certificate repository in the country, employers find it difficult to verify learner's credentials and this has led to rise of numerous cases of fake academic certificates and unqualified employees in sensitive job positions.

### **3.2 Objective of the Assignment**

In view of the statement of the problem, KNQA desires to:

- i. Implement an Information Management System that will address computerization of the accreditation, registration of qualifications and registration of learners.
- ii. Facilitate online sharing and dissemination of information on national qualifications
- iii. Improve efficiency and minimize costs of accreditation of institutions and qualifications and, registration learners
- iv. Ensure that the KNQA users and IT administrators are suitably trained and equipped in the usage of the System.

### **3.3 Scope of Work**

The scope of work includes: -

- (i) The Supply, Installation, configure and Commissioning of NAQIMS system with a web interface.
- (ii) Supply and installation/setup of the appropriate software, licenses and kits.
- (iii) Migration of data from manual systems.
- (iv) Training of users: End users and Senior Management Staff
- (v) Provision of Service Level Agreement after successful commissioning (go-live) of system.

(vi) Provision of support after go live

(vii) Preparation and timely submission of project reports.

### **3.4 Functional Scope of Work**

The Accreditation and/or registration application process is currently a manual based system that requires the qualification awarding institution to provide a number of details to the KNQA to facilitate assessment of the institution's capabilities and merits and give the approval. The manual and paper intensive process is inefficient as institutions have to wait for a period of time before approval comes through.

To improve the access and efficient flow of information between education stakeholders the authority proposes to set up National Accreditations Platform. The vision for this system will be to democratize the flow of information, through a decentralized system that will have a network of education institutions, quality assurance bodies, education agencies, learners and other relevant stakeholders, contributing information on qualifications, accreditation status, learner credentials etc.

For delivering some immediate results while keeping in mind the holistic need of KNQA to address all the above-mentioned challenges it is required to carefully analyze the needs of the KNQA and those of the education sector in general.

#### **3.4.1 Scope of work for this project**

The Following Roles will be given access to the system

##### **a) Kenya National Qualifications Authority**

KNQA expects the system to play a major role in the harmonization of qualifications and coordinating of standards in the education sector. The system will automate a number of papers based manual processes and introduce new functionalities for KNQA. This will include:

- i. Registration of Accredited Education Institutions onto NAQIMS
- ii. Registration of Qualifications onto the platform
- iii. Provide Analytics on certain areas such as Qualifications turnover, student dropout rates, completion rates, preferred qualifications, numbers of graduates, etc.
- iv. Providing a central trusted source for nationally recognized Qualifications awarding institutions, the qualifications that they have mandate to award and the learners that graduate from the system.
- v. Receiving online applications for verifying authenticity of student certifications.
- vi. Receiving payments on the platform through Visa/ Master Payment gateways and Mobile Money for all the applications received online.
- vii. Automation of process of verification and approval of accreditations with workflows internally.

- viii. Collection of data and creation of database of the accredited Qualifications awarding institutions (QAIs), the qualifications that they award and the learners.
- ix. Establishing a national learner's database for skills, certifications and test scores
- x. Creating a unified Learners Digital Identity (KNQA ID) for students in the country
- xi. Facilitating the sharing of student credits and CATs across various education stakeholders
- xii. Providing Analytics on certain areas such as Qualifications turnover, student dropout rates, etc.
- xiii. Providing a central trusted source for national qualifications and learners
- xiv. Automate the process of verifying student certifications automatically.

**b) Educational Institutions**

- i. Apply for the institutional accreditation online.
- ii. Apply for Registration of Qualifications online.
- iii. Upload student information online in a prescribed format.
- iv. Direct access to an integrated database that allows for seamless sharing of relevant information between various educational stakeholders.
- v. The system should provide a credible system for credit accumulation and transfer (CATs).
- vi. The system can provide analytics on certain areas for institutions such as Qualifications analytics, course transfer analytics, and students drop off analytics etc.

**c) Students / Employers**

- i. Students can access the list of Accredited QAIs, and the qualifications of their choice online before they enroll for it in the respective institution (s).
- ii. Students / Employers can apply online for certificate verification either for applying for jobs or for any other purpose.
- iii. Providing a unified student ID (KNQA ID) that can be used to access a student's education history
- iv. The system will allow students to share their credentials with employers electronically without having to resort to parting with physical certificates
- v. The system will enable students to access their course transcripts and CAT scores using their Digital student ID (KNQA ID).
- vi. The system will limit access to student records depending on the permission level of various actors and only with the student's approval and electronic sign off.

**d) Employers**

- (i) The system will act as a single reference point for verifying academic credentials from students
- (ii) The system will enable one to verify the student's marks and scores depending on the level of access authorized by students
- (iii) Employers will have access to any course or institution transfer records for students

### **e) Quality Assurance Bodies**

The system will allow organizations responsible for maintaining quality and standards in education institutions to view institutional, qualifications and learner's records and analyze the same for improved quality.

### **f) Examination bodies**

Examination bodies like KNEC, KASNEB which facilitate examinations and are accredited by the Kenya National Qualifications Authority to award qualifications will also have access to student profiles, qualifications analytics, student credits and CATs etc.

## **3.5 Technical Scope of Work**

### **a. System Design**

The successful bidder will have to do a thorough study and evaluate the current processes of KNQA to gain a practical understanding of the scope of work.

The successful bidders will have to design the system to automate the following processes for the KNQA:

- (i) Universities and TVET institutions registration or application to work as a QAIs
- (ii) Universities and TVET institutions to apply for Registration of their Qualifications
- (iii) Universities and TVET Institutions to upload student records
- (iv) Individuals/Employers to apply for verification of student certificates

The successful bidder should conduct stakeholder meetings to present the capabilities of the system and train them on their respective roles and how to navigate the system. The successful bidder will coordinate with universities and TVET institutions to nominate a minimum of 2 representatives from each institution to attend the workshops and coordinate the data registration and verification for their respective institutions. KNQA will support the successful bidder in any capacity it may deem necessary for this activity. The system so developed should allow for payment of services rendered by the KNQA and/or universities and TVET institutions as agreed among them. Further phases may be added to the system to improve its functionality, efficiency and effectiveness in future without any hindrance.

### **b. System Development and Configuration**

- (i) KNQA will communicate the system requirements to the successful bidder and based on the requirements, the bidder will develop the system.
- (ii) The successful bidder will inform the KNQA in writing what is their preferred model for software development.
- (iii) The successful bidder will involve the KNQA team during the system development phase in order for them to gain a deeper understanding of its functionalities.
- (iv) The successful bidder must ensure the system is easily configurable and can be integrated with other systems like ERPs, CRMs, and ERMS etc.

- (v) The successful bidder must ensure the system architecture is compliant to a decentralized ledger technology (DLT) layer

#### **c. Database Transfer and Conversion**

- (i) The successful bidder will create data templates for the automated functions that will be used by institution representatives to capture information in standard formats on the user portal.
- (ii) The successful bidder will provide a standard template for information required to be inputted into the system, either in physical or electronic form to the institution representatives
- (iii) In instances where the institutions would prefer to integrate their systems to the NAQIMS system and initiate a simple data transfer, the system should be able to provide required API services.
- (iv) The successful bid should design the system to comply with decentralized database architecture and controlling any inappropriate updates from the backend.

#### **d. Training and Capacity Building**

- (i) The successful bidder will undertake training and capacity building for participants in the system, which include universities and TVET institutions.
- (ii) The successful bidder will train Kenya National Qualifications Authority staff on how to navigate the system and the various modules therein
- (iii) The successful bidder will train and build capacity for the Kenya National Qualifications Authority IT staff on the back-end processes, system architecture and system administrative roles
- (iv) The successful bidder will train the institutions' appointed representatives on the data input process, and navigation of the system

#### **e. Warranty Support**

The successful bidder shall provide a minimum 1-year warranty support from the date of the User Acceptance Test (UAT). The bidder should also clearly state the terms and conditions of the warranty support.

## f. Technical Compliance

The proposed National Accreditation Management Information System (NAMIS) will have the following high-level characteristics:

SNo	Requirement	Compliance
1	The system should be able to prove the ownership of a record, the record is what it purports to be, digitally signed by the concerned parties using cryptography and time stamped.	
2	The record or transactions in the system can be trusted as a full and accurate representation of the transaction(s) to which they attest and can be depended on in the course of subsequent transactions through a tamperproof audit trail.	
3	Transactional data is tamperproof and protected against unauthorized modifications. This characteristic is referred to as ‘immutability’	
4	<b>Creating Information context</b> – The system should be able to capture user’s metadata and verify it in real time through a network of stakeholders.	
5	<b>Maintaining Data Lifecycle</b> – Depending on the applicable laws records and transactional law must be retained temporarily or permanently as specified by the authority and legal and jurisdictional requirements	
6	The system should have a disposal policy that requires approval from a maximum number of participants to dispose of records, that is auditable and shields them from viewership on the immutable layer	
7	The system should have the ability to have permissioned access and levels of privilege access for several key stakeholders involved in phase 1 of the project. The access will range from read only access, approvals etc.,	
8	The system will have the ability to integrate to a variety of systems be it ERPs, CRMs, etc. systems and capture relevant data fields using API’s and AI technology.	
9	The users will be able to filter and search records and transactions depending on their levels of permissions	



10	<b>Metadata Configuration</b> - record must be associated with metadata about the institution context in a classification structure. In addition to this 'classification' metadata, other metadata that should be captured at the point of creation like record identifier, date of creation, creator/author/person responsible etc.,	
11	The system should have capabilities for data analytics and auto generate reports whenever certain rules are triggered, or processes are set in motion.	
12	The system will have a user portal complete with appropriate data fields for institution, course and student registration and modules to verify this against various quality assurance agencies such as Commission for University Education (CUE), TVETA and other relevant stakeholders.	
13	The system should have superior data encryption and privacy safeguards incorporated to ensure records and transactions information are safe from external intrusions.	
14	The base protocol will allow for the existence of identical data sets stored across the network nodes hence making it impossible for records and transactions to be altered at a single point or with a single actor unless consensus has been arrived at	
15	The system will have a consensus mechanism to achieve the necessary agreement on a single data value or a single state of the network among distributed processes or multi-agent systems.	
16	The system will be accessible on the web or on smartphones for mobile users.	
17	The system will allow for the uploading of recognition and equation support documents, verify them against the authorizing parties, cryptographically sign them and stored them across the distributed nodes.	
18	The system will have auto enforceable code based on the decentralized base layer and which will allow certain transactions to occur without physical approval from intermediaries.	
19	Must have an in-built data lake that records all the data recorded. For better performance and scale, Data lake can be used to query the information.	

20	<b>Digital Assets management:</b> <ul style="list-style-type: none"> <li>• Management of the ownership of the asset</li> <li>• Avoidance of double spends</li> <li>• Availability of these assets as a data type that can be further used as data field in a process to represent transfer of value</li> </ul>	
21	Easy deployment of program using docker technology	
22	Must support Application processing, Data Validation, Reports generation, Authentication, Maintenance, Data exchange and Audit and history	
23	Must have Online application processing, authentication, user registration and information delivery	
24	System must be able to generate and print standard document templates such as Certificates and receipt from the system.	
25	Must design upto 10 standard templates that can be generated from the system such as certificates, rejection letters, receipts	
26	Must provide information dashboards for Officer, verifier and Registrar	
27	The system must have document management capabilities with workflow engine.	
28	Keep history of the life cycle of all documents, documents remain legible and identifiable; Maintain versions;	
29	The vendor should be capable of signing up to 10 universities on the system once it becomes operational.	

#### **g. Data Conversion Scope**

- (i) The successful bidder should be able to coordinate with the universities and institutions to collect the data to be uploaded on to the system. KNQA shall support where ever required for this activity to authorize the successful bidder to carry out this activity.
- (ii) The successful bidder should provide the data template required for the stake holders to provide the data.

#### **h. IT Infrastructure**

The bidder should propose the infrastructure required to host the system. Kenya National Qualifications Authority will assess the infrastructure available and should it deem it suitable to its requirements, the same will be utilized. However, if the infrastructure requirements are not sufficient the Kenya National Qualifications Authority will take it up the issue with the ICT Authority or initiate a separate procurement for the same.

The bidder should clearly provide information regarding the implementation methodology, which the bidder utilizes. This should be framed in terms of the various stages associated with the implementation. In addition, the bidder should identify the tools utilized for maintaining the project schedule and required resources.

#### **SECTION IVa: - NOTES ON PREPARATION OF THE TECHNICAL PROPOSAL**

In preparing the technical proposals the bidder is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the bidder's own risk and may result in rejection of the proposal. The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this section/by the Bidders. The Technical proposal shall not include any financial information.

#### **4.0 Contents/Checklist for the Technical Proposal**

Technical proposal must include but not limited to the following information:

- (i) Technical proposal submission form
- (ii) Firms references
- (iii) Team composition and Task assignments
- (iv) Format of curriculum vitae (CV) for proposed Professional staff
- (v) Description of the methodology and work plan for performing the assignment as per the  
Indicated in the ToRs
- (vi) Activity (work schedule)

1. TECHNICAL PROPOSAL SUBMISSION FORM

{Date\_\_\_\_\_}

To:\_\_\_\_\_ {Name and address of Client}

Ladies/Gentlemen:

We, the undersigned, offer to provide the services for

\_\_\_\_\_ { *Title of Services* } in accordance  
with your Request for Proposal dated \_\_\_\_\_ {Date} and our Proposal.  
We are hereby submitting our Proposal, which includes this Technical Proposal, {and a  
Financial Proposal sealed under a separate envelope- *where applicable*}.

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours Sincerely,

\_\_\_\_\_ {Authorized Signature}:

\_\_\_\_\_ {Name and Title of Signatory}:

\_\_\_\_\_ {Name of Firm}:

\_\_\_\_\_ {Address :}

**2. FIRM’S REFERENCES/ past experience**

**Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications**

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		Clients contact person for the assignment
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services/contract (Ksh):
Name of Associated firm, If Any:		No. of Months of Professional Staff Provided by associated firms:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Firm’s name.....

Name and title of signatory:.....

### 3. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

---

Tasks Assigned: \_\_\_\_\_

---

#### **Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments].*

---

#### **Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]*

---

#### **Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held.]*

---

**Certification:**

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member]*

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of authorised representative of the firm]*

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

**4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

ACTIVITY	METHODOLOGY	DELIVERABLES	TIMELINES	LEAD ACTORS

**5. TEAM COMPOSITION AND TASK ASSIGNED**

SNO	NAME	POSITION	TASK/RESPONSIBILITY

**6. ACTIVITY /WORK SCHEDULE**

Activity (Work)	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>	



**SECTION IVb: - NOTES ON PREPARING OF A FINANCIAL PROPOSAL**

- 41 The Financial proposal prepared by the bidder should list the costs associated with the assignment. The costs should be broken down to be clearly understood by the procuring entity.
- 42 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 43 The financial proposal should be prepared using the Standard forms provided in this part

**SUMMARY OF COSTS**

Item Description	Unit of Measure	Unit Cost (Ksh)	Total Cost (Ksh)
Requirements Gathering and System Design			
Customization and configuration of the system			
Conducting stakeholder workshops			
Training the end users on system functionalities			
Warranty support			
Software cost			
Installation and training cost			
Renewal cost/ maintenance			
Taxes			
Total Cost/financial proposal			

**SECTION V: - STANDARD FORMS**

**1. FINANCIAL PROPOSAL SUBMISSION FORM**

\_\_\_\_\_ [Date]

To: \_\_\_\_\_

\_\_\_\_\_  
*[Name and address of Client]* \_\_\_\_\_

Ladies/Gentlemen:

We, the undersigned, offer \_\_\_\_\_ *[Title of services]* in accordance with your Request for Proposal dated ( \_\_\_\_\_ ) and our Proposal. Our attached Financial Proposal is for the sum of ( \_\_\_\_\_ ) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]*

:

\_\_\_\_\_ *[Name and Title of Signatory]:*

\_\_\_\_\_ *[Name of Firm]*

\_\_\_\_\_ *[Address]*

**2. LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above-mentioned tender have been awarded to you.

\_\_\_\_\_

\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
  
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 7 days from the date of the letter.
  
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

### 3. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

(This form must be completed by the tenderer and submitted with the tender documents.)

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

<b>Part 1 – General:</b>			
Business Name .....			
Location of business premises. ....			
Plot No..... Street/Road .....			
Postal Address ..... Tel No. .... Fax .....			
E mail .....			
Nature of Business .....			
Registration Certificate No. ....			
Maximum value of business which you can handle at any one time – Kshs:.....			
Name of your bankers ..... Branch .....			
<b>Part 2 (a) – Sole Proprietor</b>			
Your name in full ..... Age .....			
Nationality ..... Country of origin .....			
Citizenship details .....			
<b>Part 2 (b) Partnership</b>			
Given details of partners as follows:			
Name	Nationality	Citizenship Details	Shares
1. ....			
2. ....			
3. ....			
4. ....			
<b>Part 2 (c) – Registered Company</b>			
Private or Public .....			
State the nominal and issued capital of company-			
Nominal Kshs. ....			
Issued Kshs. ....			
Given details of all directors as follows			
Name	Nationality	Citizenship Details	Shares
1.....			
2. ....			
3. ....			
Date ..... Signature of Candidate .....			

\*If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

#### 4. DECLARATION AND INTEGRITY PACT

*(This form must be completed and submitted with the tender documents.)*

##### **Bidder's Declaration**

We/I the undersigned ....., in the capacity of ..... for .....[*name of the company/firm/individual*] certify that the **bidder is not in any of the following situations:**

- 1 Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
- 2 Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;
- 3 Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
- 4 Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
- 5 Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
- 6 Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and
- 7 Are in breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.
- 8 Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
- 9 Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [... ..]

Duly authorized to sign this bid on behalf of (bidder's name): [.....]

Place and date: [... ..]

Seal/Stamp of the firm/company:

## 5. Integrity Pact

### Bidder's Oath to fulfill the Integrity Pact

Accepting that transparent business management and fair public administration are key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present tender for: \_\_\_\_\_, all personnel of \_\_\_\_\_ and its sub-contractors and agents hereby agree that:

1. We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven that we have discussed with other bidders in a bid to fix a price, or rigged a bid for a particular bidder to win the bid, we shall accept the prohibition from submitting bids placed by PROCURING ENTITY for a period of two (2) years. If any unethical behavior is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.
2. In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to related officials, and in case it is proved that we have violated any terms of this Integrity Pact in relation with a bid, or concluding or execution of a contract, or offered bribes for favours in a contract, to win a contract, or facilitate payment which should not have been forthcoming, we shall accept the prohibition from submitting a bid placed by PROCURING ENTITY for a period of two (2) years.
3. We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with officials and PROCURING ENTITY, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.
4. In addition, I confirm on behalf of the bidder that the details included in the bidder's profile and experience sheet and our quotation are correct to the best of my knowledge and belief. In addition, we authorize, PROCURING ENTITY to seek information from any source to confirm our compliance with the requirements of this Integrity Pact.
5. The bidder authorizes PROCURING ENTITY, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this Integrity Pact.

We shall fulfill this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a “Special Condition of Contract,” and not file any civil, administrative or criminal appeals regarding any of the above terms.

Dated: \_\_\_\_\_

Signed by: \_\_\_\_\_  
(Authorized officer)

Full Name: \_\_\_\_\_



## 6. Performance Security

To:

Director General,  
Kenya National Qualifications Authority,  
P.O. Box 72635-00200,  
Nairobi.

WHEREAS *[name of bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance to contract No.....[Reference number of contract] dated.....

For supply, installation, configuration and commissioning of the National, ~~Qualifications~~ Information System (hereinafter called "the Contract") **AND WHEREAS** it has been stipulated by you in the said Contract that the Bidder shall furnish you with bank guarantee of 10% of the contract amount by reputable bank, the sum specified therein being security for compliance with the Bidder's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Bidder a guarantee: -

**THEREFORE**, we hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of guarantee in words and figures]* and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without civil or argument any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the conclusion of the first year after the date of acceptance by Kenya National Qualifications Authority of the installation of the NAQMIS.

[Authorized  
Signatory]

[Signature and seal of the Guarantors]

[Address]

[Date]

## 6. FORM OF CONTRACT

THIS AGREEMENT made the day .....between KNQA (hereinafter called “KNQA”) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS KNQA invited tenders for Supply, Installation, Configuration and Commissioning of a, National Qualifications Information Management System (NAQIMS) and has accepted a tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_price in words in figures] (hereinafter called “the Contract Price”).

### NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement,  
viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer;
- (b) the Schedule of Requirements
- (c) the General Conditions of Contract
- (d) the Special Conditions of Contract; and
- (e) KNQA Notification of Award

3. In consideration of the payments to be made by KNQA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with KNQA to provide Supply and Implement of an E-Board System and hardware and to remedy defects therein in conformity in all respects with the provisions of the contract.

4. KNQA hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

**5.Term**           The Consultant shall perform the Services during the period commencing on \_\_\_\_\_[insert starting date] and through to \_\_\_\_\_[insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

**6.Payment**       A.     Ceiling  
For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed \_\_\_\_\_[insert amount]. This amount has been established based on the understanding

that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

- B. **Payment Conditions**  
Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three Percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

- 7. **Project Administration**
  - A. **Coordinator**  
The Client designates \_\_\_\_\_ [insert name] as Client's Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.

- B. **Reports**  
The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made under paragraph

- 8. **Performance Standards**  
The bidder undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

- 9. **Confidentiality**  
The bidder shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client's business or operations without the Prior written consent of the Client.

- 10. **Ownership of**  
Any studies, reports or other material, graphic,

**Material**

software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

**11. Bidder Not to be Engaged in certain Activities**

The bidder agrees that during the term of this Contract and after its termination the bidder and any entity affiliated with the bidder shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**12. Insurance**

The bidder will be responsible for taking out any appropriate insurance coverage.

**13. Assignment**

The bidder shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

**14. Law Governing Contract and Language**

The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language

**15. Dispute Resolution**

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, On the request of the applying party.

For the Client

For the Bidder

Full name \_\_\_\_\_

Full name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_