



TEA BOARD OF KENYA

*Realizing the Tea Promise*

**TEA BOARD OF KENYA**

Tea House | Naivasha Road, Off Ngong Road

P. O. Box 20064 – 00200 NAIROBI

Tel. (+254) 20 2536869 | 2536886

Cell: (+254) 722-200556|(+254)734-600944

**Email:** [info@teaboard.or.ke](mailto:info@teaboard.or.ke)

1) **NAME AND CONTACT ADDRESSES OF SUPPLIER**

Name	
Postal Address	
Email Address	

2) Request for Quotations No: **TBK/RFQ/162/2022-2023**

3) Contract Name: **DESIGN, DEVELOPMENT AND DEPLOYMENT OF INTEGRATED STAKEHOLDER BULK SMS AND USSD SERVICES**

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## REQUEST FOR QUOTATIONS (RFQ)

To:

From:

**Request for Quotation Title: DESIGN, DEVELOPMENT AND DEPLOYMENT OF INTEGRATED STAKEHOLDER BULK SMS AND USSD SERVICES**

**Request for Quotation No. TBK /RFQ/162/2021-2022**

1. The Tea Board of Kenya invites you to submit quotations for **Design, development and deployment of integrated Stakeholder Bulk SMS and USSD services** as indicated in detail in "Table A. Schedule of Requirements and Specifications". The quotation shall follow the instructions and documents in this RFQ document and shall be in English Language. Tenderers may obtain further information during office hours (8:00am to 16:00pm) at the address given below.
2. Quotations shall be submitted in accordance with the instruction in Part 1: Quotation Procedures and in a sealed envelope clearly indicating name and address of tenderer, the quotation name and title and must reach the Procuring Entity at the address indicated below not later than **05<sup>th</sup> MAY 2023 at 11.00 AM**. Quotations can be delivered by registered mail, courier or hand delivery at the tenderer's option. Late quotations shall be rejected.
3. Enquiries regarding this quotation may be addressed to Chief Executive Officer, Tea Board of Kenya.
4. Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.
5. Please inform by email or express mail the undersigned within Two (2) days of receipt of this RFQ if you will not be submitting a quotation.

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**Email:** [info@teaboard.or.ke](mailto:info@teaboard.or.ke)

Yours sincerely,

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**AG. CHIEF EXECUTIVE OFFICER**

## **PART 1: INSTRUCTIONS TO TENDERERS**

1. **Tenderers are advised to read carefully** these instructions and the Conditions of Contract in Part 3: Contract, before preparing the quotation. The standard forms in this RFQ may be photocopied for completion but the Tenderer is responsible for their accurate reproduction. The term Tenderer shall mean the firm or person invited to submit a quotation. The term Quotation herein shall mean the quotation submitted as usually understood in public procurement.
2. **Validity of Quotations:** The quotation will be held valid for **90 days** from the date of submission.
3. **The Quotation shall consist of** completed Tables A, B and C and the Form of Quotation all indicated in Part 2 of this Request for Quotations, and documents to evidence Eligibility and Conformity to Technical Specifications.
4. **Sealing and Marking of Quotations:** Quotations in one "one original" should be sealed in a single envelope, clearly marked with the **Quotation Reference Number** in the RFQ, the Tenderer's name and the name of the Procuring Entity. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.
5. **Submission of Quotations:** Quotations, and any alternatives if allowed as per Item 11 below, should be submitted to the address below, on or before the date and time indicated in sub-item 4 below. Late quotations will be rejected.

Address for Submission of Quotations.

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**Email:** [info@teaboard.or.ke](mailto:info@teaboard.or.ke)

Date of Submission (deadline): **05/05/23**

Time of Submission (deadline): **11.00 AM**

6. **Opening of Quotations:** Quotations will be opened immediately after the closing date and time specified in item 5 (4) above, by at least three appointed officials of the Procuring Entity.
7. **Tenderer Eligibility:** As per the Mandatory requirements. The Tenderer shall also complete attached forms to confirm eligibility and non-existence of a conflict of interest in relation to this procurement requirement by signing the attached Forms.
8. **Invitation not transferable:** This invitation is not transferable to other firms, or individuals not so invited.

9. **Goods Eligibility:** Tenderer must submit as evidence documents to show the country of origin of any goods to be supplied or incorporated in the work or services.
10. **Technical Specifications:** Documentary evidence to show that the goods meet the technical specifications.
11. **Alternative Quotations:** Tenderers **are not permitted** to submit alternative quotations for goods/alternative technical solutions for specified parts of the Works or Services. Only the alternatives, if any, of the Tenderer with the winning quotation conforming to the basic technical requirements shall be considered by the Procuring Entity.
12. **Currency:** Quotations shall be priced in Kenya Shillings. Quotations in other currencies will be rejected if not allowed. The Procuring Entity shall not allow quotations in foreign currency.
13. **Evaluation of Quotations:** The evaluation of quotations will be conducted using the procedure set out below:
  - i. **Preliminary examination to determine Tenderer eligibility:** As per the Mandatory requirements.
  - ii. **Technical examination** to determine goods/ services eligibility, compliance with technical specifications and commercial responsiveness. Quotations failing this stage will be rejected and not considered in next stage.
  - iii. **Financial comparison** of quotations to determine the lowest evaluated quotation. In case foreign currency is allowed, for comparison purposes only, foreign currency quotations will be converted to Kenya shillings using the exchange rates published by the Central Bank of Kenya on the day of submission of quotations.
14. **Lowest Evaluated Quotation:** The lowest evaluated quotation shall be recommended for award of contract.
15. **Award of contract:** Award of contract shall be by placement of a Letter of Acceptance or Local Purchase Order in accordance with Part 3: Contract. The currency of award and payment shall be currency in which the quotation was submitted. Unsuccessful tenderers who responded will be notified of the accepted quotation, indicating the name and the amount of the accepted quotation.
16. **Right to Reject:** The Procuring Entity reserves the right to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to the contract award.

## **QUOTATION AND QUALIFICATION DOCUMENTS**

**Instructions to Tenderer. Tenderer must complete and submit as part of the Form of quotation.**

- i. FORM FOR DISCLOSURE OF INTEREST
- ii. CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION
- iii. SELF-DECLARATION FORM

**FORM OF QUOTATION** *[To be completed by Tenderer]*

Quotation Addressed to (Procuring Entity)	
Date of Quotation	
Quotation Reference Number	
Subject of Quotation	

1. We have examined and have no reservations to the Request for Quotation document, and understand its full content and intent.
2. In compliance with your request for quotations dated referenced above, we offer to (*specify one of supply goods, complete the works or provide the services*) to cover and conform to our pricing listed in the Financial proposal.
3. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: INSTRUCTIONS TO TENDERERS.
4. We also confirm that the (*goods to be supplied/works to be constructed/services to be provided (select one)*) conform to the SCHEDULE OF REQUIREMENTS below and in conformity with technical specifications listed in PART 2: SCHEDULE OF REQUIREMENTS of this RFQ Document.
5. We undertake to adhere by the Code of Ethical Conduct for Suppliers, Contractors and Service Providers, copy available from (*specify website*) during the procurement process and the execution of any resulting contract.
6. We confirm that the prices quoted are fixed and firm for the duration of the validity period and performance of the contract and will not be subject to revision or variation.
7. The validity period of our quotation is: days from the time and date of the submission deadline (*number to be same as in the instructions to Tenderers*).
8. We confirm we are not submitting any other Quotation as an individual or firm, and we are not participating in any other Quotation as a Joint Venture member or as a subcontractor.
9. We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.

10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
11. We hereby certify and confirm that the Quotation is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Quotation Determination" attached below.
12. We, the Tenderer, have completed fully and signed the **FORM FOR DISCLOSURE OF INTEREST**- interest of the firm in the Procuring Entity, attached below.

The Delivery/Completion period offered is: days from date of acceptance of Quotation. The warranty period offered is \_\_Weeks.

Quotation Authorized by:

Name and designation

Signature:

i) **SCHEDULE OF REQUIREMENTS TABLE**

<b>A Item</b>	<b>B Description Goods/works/services</b>	<b>C Quantity</b>	<b>D Unit price</b>	<b>E Total Price in Ksh</b>
1	Design, development and deployment of integrated Stakeholder Bulk SMS and USSD services	1		
2				
<b>TOTAL PRICE IN KES.</b>				

Signature.....  
And Seal/Stamp

Name.....

Position: Authorized for and on behalf of (Specific name of tenderer)

.....

Date.....



**FORM FOR DISCLOSURE OF INTEREST - *Interest of the Firm in the Procuring Entity.***

i) Are there any person/persons in the Tea Board of Kenya *who* has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

No.	Name of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

**ii) Conflict of interest disclosure**

		Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1.	Tenderer is directly or indirectly controls, is controlled by or is under common control with other tenderer.		
2.	Tenderer receives or has received any direct subsidy from another tenderer.		
3.	Tenderer has the same legal representative as another tenderer		
4.	Quotation has a relationship with another tenderer, directly or through common third parties, that put it in apposition to influence the quotation of another tenderer or influence the decisions of the Procuring Entity regarding this quotation process.		
5.	Any of the tenderer's affiliates participated as consultant in the preparation of the design or technical specifications of the works that are the subject of the quotation.		
6.	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Quotation Document.		
7.	Tenderer has close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in preparation of the Quotation Document or		

		<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
	specifications of the Contract, and/or the Quotation evaluation process of such contract		
8.	Tenderer has close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of such contract		
9.	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the quotation process and execution of the Contract.		



d) the submission of a quotation which does not meet the specifications of the request for quotations; except as specifically disclosed pursuant to paragraph (5) (b) above.

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above.

8. The terms of the quotation have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official quotation opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name

Title

Date

*[Name, title and signature of authorized agent of Tenderer and Date]*

**SELF-DECLARATION FORM**

We, the Tenderer (*insert name*) submitting our Quotation in respect of Quotation No for (*insert quotation Title Description*) for (*insert Name of Procuring Entity*)

**DECLARE AS FOLLOWS:**

That, We the Tenderer including any entity or individual that directly or indirectly controls, is controlled by or is under common control with us, and any subcontractors, suppliers, project managers, consultants, manufacturers, service providers, agents, individuals, or any other party involved or to be involved for any part of the processes of procurement and contract execution related to the above quotation:

a) have not engaged/will not engage in any corrupt or fraudulent practices in the processes of procurement and contract execution related to the above quotation as defined and/or described in the following:

- i. the RFQ for the above Quotation.
- ii. Kenya's Public Procurement and Asset Disposal Act, 2015 and its attendant Regulations.
- iii. Kenya's Anti-Corruption and Economic Crimes Act, 2013; and
- iv. any such other Acts or Regulations of Government of Kenya.

b) have not offered/will not offer any inducement to any member of the board, management, staff and/or employees and/or agents of ..... (*Name of the procuring entity*).

c) have not engaged/will not engage in any collusive or corrosive practice with other tenderers participating in the subject quotation.

d) have not been sanctioned or debarred by any entity from participation in public procurement proceedings of Kenya.

That, what is deponed to herein above is true to the best of our knowledge, information and belief.

**Name of the Tenderer:**

.....

*[insert complete name of tenderer signing the quotation]*

**Name of the person duly authorized to sign the quotation on behalf of the Tenderer:**

.....

*[insert complete name of person duly authorized to sign the quotation]*

**Title of the person signing the Quotation:**

.....

*[insert complete title of the person signing the quotation]*

**Signature of the person named above:**

.....  
*[insert signature of person whose name and capacity are shown above]*

## **PART 2: SCHEDULE OF REQUIREMENTS TECHNICAL SPECIFICATIONS TERMS OF REFERENCE**

### **Introduction**

TBK wants to enhance communication to its stakeholders and the general public through the implementation of a Bulk SMS solution that can be integrated to existing information systems.

The online SMS based system is aimed at disseminating information, prompt incident handling and reporting.

The SMS platform is expected to help increase stakeholder engagement, promote products and services and deliver urgent notifications to our stakeholders. TBK aims to archive a targeted communication platform which is measurable in terms of ROI through message offering that is personal and value-adding, with a clear call-to-action.

#### **1.1 Purpose**

The purpose of this software specification document is to provide a detailed overview of the online SMS based system. This document describes the project's target audience and its user interface, hardware and software requirements. It defines how the audience will see the product and its functionality.

Nonetheless, it helps any designer and developer to participate in software delivery lifecycle processes.

The online SMS based system is aimed at disseminating information, prompt incident handling and reporting.

#### **1.2 Intended Audience**

- i. Tea Board of Kenya (TBK) who are the beneficiaries of the system; and
- ii. The successful bidder will implement the automated system.

#### **1.3 Project Scope**

High level scope requirements:

- i. System reporting requirements.
- ii. Operations and information workflows.
- iii. User interface requirements.
- iv. Network and hosting requirements.
- v. Reporting requirements.
- vi. Compliance requirements.
- vii. Control, Support, and maintenance requirements.

- viii. User training requirements; and
- ix. Assumptions and dependencies.

## **2.0 Reporting**

- i. Integration to the existing systems through RESTful APIs for reporting from the TBK systems.
- ii. It will incorporate SMS gateway in the issue capture and reporting, thus providing easy access and reporting by the stakeholders (those launching complaints to TBK).
- iii. It will provide the ability for stakeholders to report incidences as well as compliments.
- iv. Stakeholders will receive acknowledgement or notification of reported issues; and
- v. The system will allow any incident to be reported from anywhere. Any tea issue can be reported and addressed from the platform.

## **3.0 Operations**

- i. The system will provide the ability to auto-classify messages and route the messages automatically to the relevant functional area for action. This option will be configurable such that it can be turned on or off. Categorization of messages will be based on the functional category.
- ii. The system will be role based and users will be assigned roles to be able to access the solution. Various focal key persons will be configured to assign roles. Focal persons will be able to respond directly to the complainer via the dashboard.
- iii. There will be a role for the administrator whereby they will get an overview of the entire system and be able to evaluate how issues are being handled by various functional areas.
- iv. SMS response and engagements will be managed by the central management solution.
- v. System will have a configurable workflow; and
- vi. The system will have active reminders.

## **4.0 Functionality**

- i. The scope of work to be covered in this assignment shall be:

Design, development and deployment of the online Bulk SMS and USSD services for information dissemination, incident handling and reporting, which will include the following modules:

- a. Integration into the existing systems.
- b. Direct reporting by the stakeholders.
- c. Sending personalized messages to the stakeholders; and
- d. Analysis of the SMS sent and received.



- ii. Based on the system requirements, the following functionalities are considered to be within the scope of the project:
  - a. API Integration with SMS gateways.
  - b. Delivery of a backup solution; and
  - c. Configuration of network communication infrastructure.
  
- iii. Out of scope functionality
  - a. Delivery of hardware; and
  - b. Network infrastructure.

## **5.0 Product Description**

The required system is an SMS based technology solution that will provide easy access and communication between TBK and its stakeholders. The system will manage the whole workflow process for message drafting, defining the target group for SMS information dissemination. This will enable the Tea Board of Kenya to realize full efficiency in addressing tea stakeholder problems and complains.

The TBK SMS system is intended to achieve the following business objectives:

- i. Identify and evaluate how tea issues can be reported effectively.
- ii. Collect and analyze feedback from the stakeholders and identify where it can help in improving its processes.
- iii. Document the collected requirements and assess the risk and criticality of the problem; and
- iv. The collected requirements will act as a reference to the development of the SRS.

## **6.0 User Interfaces**

TBK SMS Platform will require a computer that has a current version of Microsoft Windows, UNIX or Linux operating system and a web browser.

TBK SMS Platform will support all major web browsers making it convenient for the user to access the system with ease. The browsers to be supported include Microsoft Edge, Mozilla Firefox, Google Chrome and Opera.

The system Graphical User Interface (GUI) will make use of menus and icons for user navigation.

It is based on n tier architecture.

## **7.0 Communication Interfaces**

The TBK SMS Platform will use the HTTPS protocol for communication with the server/client and over the internet.

Communication will be through TCP/IP protocol suite. The system can be configured to be accessed via secure configured port.

## **8.0 Product Features**

### **8.1 System Reporting**

The system will provide users with an easy access interface of reporting tea complaints including where it occurred (region, county, and location) and possibly attach evidence. The users will then receive an acknowledgement that their issue has been received and being acted on.

### **8.2 Login**

This function allows the user to access the application.

- i. The user is required to provide a username and password. After authentication, the user will have access to the main menu. Availability of menu functions depends on the user's role and permission.
- ii. Users will be registered onto the TBK SMS Platform by the TBK administrator.

### **8.3 Role and User Management**

TBK SMS Platform uses this role-based access control approach for its security implementation.

TBK SMS Platform system administration role is where we shall define and configure the access rights for our authorized user IDs.

### **8.4 TBK Issue Allocation & Resolution**

The system shall receive all the tea challenges reported and queue them for allocation to the relevant officers captured under the user creation. The system will auto-classify messages and route messages automatically to the relevant officer for action using defined rules.

The system will not be tied to a single (focal) person but to a role allocated to a user within the Board.

Relevant stakeholders will have access to a dashboard. Their focal persons will be able to channel complaints via the dashboard. Stakeholders will be able to view their issue status on the dashboard i.e., if pending, in progress, or solved.

TBK will get an overview of the entire system and be able to evaluate how the tea issues are being handled by various functional units.

## **9.0 Data Migration**

During implementation there will be data that will be imported into the system. The TBK SMS Platform will provide a facility to import data.

Such data will include:

- i. Current and old issues.
- ii. All stakeholders and TBK users through integration to the IMIS system.
- iii. Master data such as issue category.

## **10.0 Notifications (System, SMS, Email)**

System users will always be connected to the TBK Reporting Tool, checking e-mail to monitor issues raised and communicating with TBK users and stakeholders.

## **11.0 Audit Trail**

The solution provides event logging at various levels that include:

- i. Data addition or manipulation.
- ii. System access and module access.

## **12.0 Workflow Management**

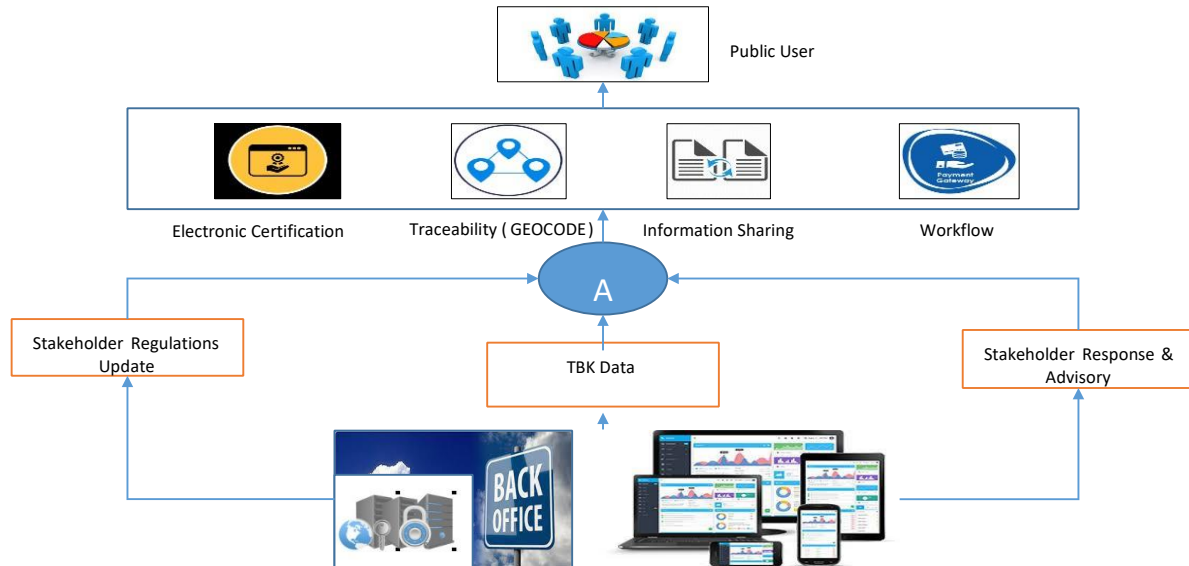
The TBK SMS Platform has a basic workflow mechanism. Data does not need to be approved. It is only validated.

The users of this application are assigned one of the following roles:

- i. System Administrator.
- ii. TBK Users Role.
- iii. Stakeholders Role.

## 13.0 Envisioned Database Structure

### Entity Relationship Diagram



## 14.0 Design Constraints

- i. The solution will be scalable and deployable in a high availability environment to support failover.
- ii. The solution shall be developed using the latest open-source platforms, technologies or application frameworks with good community support; and
- iii. The solution will be cross platform and easily maintainable.

## 15.0 Other Functional Features to be Included.

### 15.1 Reporting Requirements

The system will implement an appropriate Business Intelligence (BI) tool for data analytics and visualization.

The system shall facilitate data mining and reporting to allow users to configure predefined reports as well as ad-hoc reports. Reports will have an export capability to PDF, Excel and CSV formats.

## 15.2 Performance Requirements

The system will be expected to exhibit high performance characteristics. It will run on a high-end modern server for enhanced performance. On average, opening windows forms, error messages and saving there will give a response time of 2 seconds. Running reports from the server will give a response time of less than 20 seconds. This will however depend on the Hardware specifications and Internet bandwidth.

## 15.3 Software Quality Attributes

- (i) Reliability.
- (ii) Availability.
- (iii) Security; and
- (iv) Usability.

## 15.4 Integration

The TBK SMS and USSD services provide a token REST API that will provide a gateway for integration with other third-party applications.

Integration with other solutions

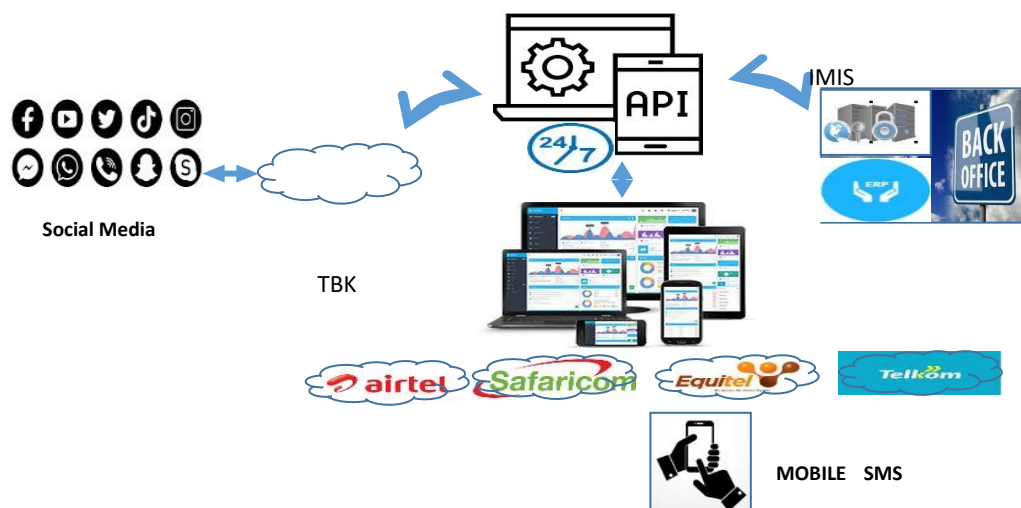


Figure 1 Integration

This document describes the project's target audience and its user interface, hardware and software requirements. It defines how the audience sees the product and its functionality.

**1. EVALUATION AND CONTRACT AWARD CRITERIA**

TBK shall use the following three stages criteria to evaluate the tenderers and award the contract: -

- 1. Stage 1: Compliance with Mandatory Requirements.
- 2. Stage 2: Compliance with Technical Requirements
- 3. Stage 3: The Financial Evaluation.

**2. EVALUATION CRITERIA**

**2.1 MANDATORY EVALUATION**

TBK will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

Tenderer must submit Documentary evidence to show His/her eligibility to be awarded a contract to cover each of the following:

<b>No.</b>	<b>Item Description</b>	<b>Bidder’s Response with Evidence Referenced pages – Where applicable YES /NO</b>
M1.	Valid AGPO Certificate.	
M2.	Submit Certificate of Incorporation/ Registration.	
M3.	Submit a valid copy of KRA Tax Compliance Certificate.	
M4.	Submit current CR12 issued not more than 12 Months from the date of closing the tender issued by Registrar of Companies	
M5.	Submit a valid business permit from respective County Government.	
M6.	A valid ICTA Accreditation certificate. Service Category: Systems and Applications ICTA Grade 6 and above.	

M7.	Tenderer must complete and submit. FORM FOR DISCLOSURE OF INTEREST CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION SELF-DECLARATION FORM	
M8.	Bidder's document must be properly bound and paginated/serialized from the first page to the last page including attachments in the format 1, 2, 3.....	
M9.	Submit a letter of commitment indicating Delivery Period	
<b>Tenderers bids will either be Responsive or Non- Responsive. Failure to Meet Any of the Above Mandatory Requirements will lead to Automatic disqualification.</b>		

### TECHNICAL EVALUATION

No.	Item Description	Max. Score
	<b>FIRM EXPERIENCE</b>	<b>15</b>
i	<p><i>Specific experience of the Tenderer, as a firm, relevant to the provision of Bulk SMS and USSD services:</i></p> <p>Provide contract implementation evidence with public institutions of similar magnitude and/or support services with similar functionalities which must be within the last 3 years. Provide/Attach the Contract/ LSO/ LPO for each institution listed above. <b>(3 marks per contract x 5 = 15 marks)</b></p> <p><b>NB: Reference checks will be carried out and the submitted references must be contactable. Non-adherence to this will nullify the reference.</b></p> <p><b>Letters of award or recommendation letters will not be considered.</b></p>	
ii	<p><i>Adequacy and quality of the proposed methodology, and work plan in responding to the Procuring Entity's Requirements:</i></p> <p><i>Design, development and deployment of an integrated Bulk SMS and USSD services</i></p> <p>a) Technical approach and methodology <b>(10 marks)</b>  <b>Implementation, methodology, Support &amp; Maintenance Structure, Documentation &amp; Reporting</b></p> <ul style="list-style-type: none"> <li>i. Implementation methodology <b>(3 marks)</b></li> <li>ii. Demonstrate IOS and Android partnerships <b>(3 marks)</b></li> <li>iii. Integrated solution of all service providers; Safaricom, Airtel, Telkom etc. <b>(2 marks)</b></li> <li>iv. Bulk SMS and USSD services <b>(2 marks)</b></li> </ul>	<b>20</b>

	<p>b) Work plan <b>(5 marks)</b>  <b>Allocated Resources, Project Scope Vs Timelines, Presentation (Gantt Charts etc.)</b></p> <p>c) Organization and staffing <b>(5 marks)</b>  <b>Establishment (Representative Organogram, Functions), Help Desk and Support Escalation), Turnover of 5 Million and above in the last 3 Years,</b></p>	
iii	<p><b>Conformity to Technical Specifications</b></p> <p>i) Functional, Architectural and Performance Requirements, including suitability of the Bulk SMS and USSD offered. <b>(4 marks)</b></p> <p>ii) Technology Specifications–Implementation items. <b>(4 marks)</b>  <i>Secure database server, DRP/BCP and Supporting documentations.</i></p> <p>iii) Testing and Quality Assurance Requirements. <b>(4 marks)</b>  <b>Testing and Quality Assurance Methodology and outcomes</b>   <i>The bidder should define the Quality Management approach and methodology that will be used to ensure the system enhancements and support solutions provided are of the expected quality and standards by the Board.</i></p> <p>iv) Service Specifications– Recurrent Cost Items. <b>(4 marks)</b>  <b>Support &amp; Maintenance Structure, Service Level Agreement (SLA)</b></p> <p>v) Value Add. <b>(4 marks)</b></p>	20
iv	<p><b>KEY STAFF QUALIFICATIONS AND EXPERIENCE</b>  <i>Requirement of the Tenderer’s Technical Team for the Project</i></p>	
	<p><b>TEAM LEADER</b></p> <p>Attach detailed CV <b>(4 marks)</b>  Academic Qualification (Attach copies of Certificates) – Failure attach <b>(0 marks)</b>  Bachelor’s degree in computer science or related field- <b>(2 marks)</b>  Diploma <b>(1 mark)</b>, Unrelated course or lower certification <b>(0 marks)</b></p> <p><b>Professional qualification required</b> (Attach copies of Certificates) – Failure to attach <b>(0 marks)</b>  -PMP Certification OR similar certification <b>(2 marks)</b>  - Published an IOS and/or Android applications <b>(4 marks)</b>  - IOS distribution certificate and android certificate <b>(2 marks)</b></p> <p><b>Experience</b>  7 years’ experience or more in implementation &amp; support of Bulk SMS and USSD systems. <b>(6 marks)</b></p>	20
	<p><b>2 (TWO) TECHNICAL PERSONNEL.</b></p> <p><b>Attach CV’s (2 marks X 2 = 4 mark)</b>  <b>Academic Qualification</b> - Attach copies of Certificates – Failure to attach <b>(0</b></p>	20



	<p><b>marks)</b>  Bachelor's degree in computer science or related field- <b>(2 marks x2 = 4 marks)</b>  Diploma <b>(1 mark) each</b>, Unrelated course or lower certification <b>(0 marks)</b></p> <p><b>Professional qualification</b> (Attach copies of Certificates) – Failure attach <b>(0 Marks)</b>  - Published IOS and/or Android applications <b>(4 marks)</b>  - IOS distribution certificate and android certificate <b>(2 marks)</b></p> <p><b>Experience</b>  5 years' experience or more in implementation &amp; support of Bulk SMS and USSD systems in an integrated environment.  <b>(3 X 2 = 6 marks) Below 5 years (0 marks)</b></p>	
<b>v</b>	<p><b>Training and Knowledge Transfer; Bulk SMS and USSD services</b></p> <p>a) Relevance of training program and certification of ToTs <b>(2 marks)</b>  b) Training approach and methodology <b>(2 marks)</b>  c) Qualifications of experts and trainers <b>(1 mark)</b></p>	<b>5</b>
	<b>Total Points</b>	<b>100</b>
	<b>PASSMARK</b>	<b>80</b>

**TABLE B. SCHEDULE OF REQUIREMENTS TABLE**

*(Procuring Entity will complete the list of items to be same as those on Table A. Schedule of Requirements and Technical Specifications and tenderer should complete columns c-e)*

<b>A Item</b>	<b>B Description of goods</b>	<b>C Quantity</b>	<b>D Unit cost</b>	<b>E Total Cost</b>
1.	Design, development and deployment of an integrated Bulk SMS and USSD services	1		
<b>Total price in KES inclusive of all taxes</b>				

Signature.....  
And Seal/Stamp

Name.....

Position: Authorized for and on behalf of (Specific name of tenderer)

.....

Date.....

**CONTRACT AGREEMENT**

(1) THIS CONTRACT AGREEMENT is made (*specify date*). Between [*Insert complete name of Procuring Entity*] and having its principal place of Business at [*Insert address of Procuring Entity*] and [*Insert name of Supplier, or contractor or service provider*], and having its principal place of business at [*insert address of Supplier, contractor or service provider*].

(2) WHEREAS the Procuring Entity invited quotations for the Supply of Goods/works/services (*select one*) described in Table B, i.e. [*insert brief description of Goods, works and Services*] and has accepted a Quotation by the Tenderer in the sum of [*insert Contract Price in words and figures*] (hereinafter called "the Contract Price").

(3) NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

- 1. This Contract Agreement includes the following documents:
  - a) Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS.
  - b) Table B. QUOTATION SUBMISSION TABLE.
  - c) FORM OF QUOTATION.
  - d) Conditions of Contract.

2. In consideration of the payments to be made by the Procuring Entity to the *Supplier/contractor/service provider* as hereinafter mentioned, the *Supplier/contractor/service provider* hereby covenants with the Procuring Entity to provide the Goods/works/services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The Procuring Entity hereby covenants to pay the Supplier/Contractor/service provider (*select one*) in consideration of the provision of the Goods/works/services (*select one*) 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.

(4) In WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya.

**For and on behalf of the Procuring Entity**

Signed: ..... [*insert signature*]  
in the capacity of ..... [*insert title or other appropriate designation*]

in the presence of..... *[insert identification of official witness]*

**For and on behalf of the Supplier/Contractor/Service Provider** (*select one*)

Signed: .....*[insert signature of authorized representative(s) of the Supplier]*

in the capacity of..... *[insert title or other appropriate designation]*

in the presence of..... *[insert identification of official witness]*

**1. Language**

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier/Contractor/Service Provider (*select one*) Provider and the Procuring Entity, shall be written in the English Language.

**2. Eligibility**

The goods shall have the nationality of an eligible country. All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries.

**3. Notices**

Any notice given by one party to the other pursuant to the Contract shall be in writing.

**4. Governing Law**

The Contract shall be governed by and interpreted in accordance with the Laws of Kenya, unless otherwise specified hereunder.

**5. Settlement of Disputes**

The Procuring Entity and the Supplier/Contractor/Service (*select one*) shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If the parties have failed to resolve their dispute or difference by such mutual consultation, either the Procuring Entity or the Supplier/Contractor/Service (*select one*) may give notice to the other party of its intention to commence arbitration. The dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.

**6. Supplier/Contractor/Service Provider Responsibilities**

The Supplier/Contractor/Service Provider (*select one*) shall supply all the Goods included in the Schedule of Requirements.

**7. Contract Price**

Prices charged by the Supplier/Contractor/Service Provider (*select one*) under the Contract shall not vary from the prices quoted by the Supplier/Contractor/Service Provider (*select one*) in its quotation.

#### **8. Terms of Payment**

The Contract Price shall be paid One hundred (100) percent of the Contract Price as follows (*select one*):

For Goods, price of goods received upon submission of a claim/invoice supported by the acceptance certificate issued by the Procuring Entity.

For Works, upon valuation by the Contractor of the portion of the works completed, such valuation to be accepted by the Procuring Entity, payments up to final completion certificate.

For Services, upon valuation by the Service Provider of the services completed, such valuation to be accepted by the Procuring Entity, payments up to final completion certificate.

#### **9. Inspections and Tests**

The Supplier/Contractor/Service Provider (*select one*) shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods, works or Services to confirm their conformity to technical specifications.

#### **10. Warranty**

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.