

# **KENYA BUREAU OF STANDARDS**



## **TENDER FOR**

**DESIGN AND DEVELOPMENT OF AN INTEGRATED  
INFORMATION MANAGEMENT (WEB AND MOBILE  
BASED SYSTEM) FOR KEBS NATIONAL QUALITY  
INSTITUTE (NQI) AND CERTIFICATION BODY (CB)**

**KEBS/T020/2019/2020**

**KENYA BUREAU OF STANDARDS**

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# KENYA BUREAU OF STANDARDS

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## INVITATION TO TENDER

### **TENDER NO. KEBS/T020/2019/2020: DESIGN AND DEVELOPMENT OF AN INTEGRATED INFORMATION MANAGEMENT (WEB AND MOBILE BASED SYSTEM) FOR KEBS NATIONAL QUALITY INSTITUTE (NQI) AND CERTIFICATION BODY (CB)**

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Kenya Bureau of Standards (KEBS) invites Interested eligible candidates for **DESIGN AND DEVELOPMENT OF AN INTEGRATED INFORMATION MANAGEMENT (WEB AND MOBILE BASED SYSTEM) FOR KEBS NATIONAL QUALITY INSTITUTE (NQI) AND CERTIFICATION BODY (CB)**

Interested eligible candidates may obtain the tender documents from the **Procurement Office at KEBS Centre, Popo Road, Off Mombasa Road, Behind Bellevue Cinema Nairobi** on normal working days between **8.30 a.m and 4.00 p.m** upon payment of a non refundable fee of **Kenya Shillings One Thousand (Kshs.1,000)** payable in cash or bankers' cheque to **Kenya Bureau of Standards** or **Download from the KEBS website**, free of charge.

Completed tender documents in plain sealed envelopes clearly marked **"KEBS/T020/2019/2020:**

should be addressed and delivered to:

**THE MANAGING DIRECTOR,  
KENYA BUREAU OF STANDARDS,  
POPO ROAD OFF MOMBASA ROAD  
P.O. BOX00001 54974 - 00200  
NAIROBI.**

Or be deposited in the Tender Box at **KEBS Centre Main Reception** marked **"TENDER BOX"** so as to be received on or before **10:00 am on Tuesday, 19<sup>th</sup> May 2020**. Tender opening will be carried out immediately thereafter at the **KEBS Centre Conference Room 1**.

Tenders must be accompanied by Bid Bond of Ksh **200,000** in the format specified in the tender documents.

Tenderers or their representatives are free to attend the tender opening.

**MANAGING DIRECTOR**

## **SECTION B: INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.2 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of tender documents**

2.3.1. The tender document comprises of the documents listed below.

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract iv)  
Schedule of Requirements
- v) Details of service
- vi) Form of tender vii)  
Price schedules viii)  
Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or Manufacturers Authorization form
- xiii) Declaration form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications 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.

## **2.4 Clarification of Documents**

2.4.1.A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.5 Amendment of documents**

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, 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.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

The tender prepared by the tenderer shall comprise the following Components:

- (a) A Tender Form and a Price Schedule completed in Accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

## **2.8 Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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.

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers.

## **2.11 Tenderers Eligibility and Qualifications.**

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Authority.
- c) Cash
- d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30 or (ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

## 2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialled by the person or persons signing the tender.



2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialled by the person or persons signing the tender.

## **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) Be addressed to the Procuring entity at the address given in the invitation to tender

(b) Bear, tender number and name in the invitation to tender and the words: **"DO NOT OPEN BEFORE 10.00 am on Tuesday, 19<sup>th</sup> MAY 2020,**

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

## **2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph not later **10.00 am on Tuesday, 19<sup>th</sup> MAY 2020**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.17 Modification and withdrawal of tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

2.17.6 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.

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderer's Representatives who choose to attend, on **10.00 am on Tuesday, 19<sup>th</sup> MAY, 2020** and in the location specified in the invitation to tender. The tenderers representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to a single currency**

- 2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## **2.22 Evaluation and comparison of tenders.**

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

The Criteria for the evaluation of Technical Proposals is as follows:

**A) Technical Evaluation**

This will be based on the technical proposal submitted in accordance to the forms provided and the following criteria shall be used: -

Total Technical Score: **100 Marks**

**B) Financial Evaluation**

The firms that will score a minimum pass score in the Technical evaluation will have their Financial Proposals opened. The firm that will submit the responsive Financial Proposal will be considered for award.

2.22.5 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) 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
- (d) Shall not be debarred from participating in public procurement

## **2.23. Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## **2.24 Award of Contract**

### **a) Post qualification**

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **b) Award Criteria**

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Notification of award**

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

## **2.26 Signing of Contract**

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 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.

## **2.27 Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts.

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

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



## Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to Tenderers	Particulars of appendix to instructions to tenderers
2.1	The tender is for all eligible and qualified firms and the successful tenderer shall be required to provide public relations services
2.11	<p>Your proposal should be submitted with the following information: -</p> <p>A) <b><u>Mandatory Documents:</u></b></p> <ul style="list-style-type: none"> <li>i. Certificate of Registration/Incorporation</li> <li>ii. Valid Tax Compliance certificate from Kenya Revenue Authority <b>(To be verified on the KRA TCC Checker)</b></li> <li>iii. Dully completed Confidential Business Questionnaire (MUST be filled and signed by authorized signatory).</li> <li>iv. Dully completed form of tender to be placed in the financial proposal envelope.</li> </ul>
2.12	Tenderers must provide a tender security of <b>Kshs 200,000</b> from a reputable bank or reputable insurance company recognized by the Public Procurement Oversight Authority), cash or letter of credit valid for 150 days
2.13.	The tender shall be prepared in two envelope system. Technical and Financial proposal. The Technical Proposal shall be placed in a sealed envelope clearly marked <b>“TECHNICAL PROPOSAL,”</b> and the Financial Proposal in a sealed envelope clearly marked <b>“FINANCIAL PROPOSAL”</b> and warning: <b>“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”</b> . Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall indicate <b>“KEBS/T020/2019/2020</b>

## SECTION C: GENERAL CONDITIONS OF CONTRACT

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### 3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) "The contract" means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The contractor" means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract h) "Day" means

calendar day

### 3.2 Application

These General Conditions shall apply to the extent that they are not Superseded by provisions of other part of contract.

### 3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### 3.5 Patent Right's

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

### **3.6 Performance Security**

Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.7 Inspections and Tests**

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Payment**

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC.

### **3.9 Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.10 Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

### **3.10 Termination for Default**

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.12 Termination of insolvency**

The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13 Termination for convenience**

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15 Governing Language**

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.16 Force Majeure**

The contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.17 Applicable Law.**

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

### **3.18 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC.

A notice shall be effective when delivered or on the notices effective date, whichever is later.

## Section D. Special Conditions of Contract

1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.
2. **Bid Security.** The tenderer shall furnish, as part of its tender a tender security comprising **Kshs 200,000**. The tender security shall be cash, a **bank guarantee** from a Reputable bank or such insurance guarantee approved by the authority valid for 30 days beyond the validity of the tender
3. **General conditions of the contract clause 7.1 performance security.**  
The performance security shall be in the amount of 10% of the contract price and shall remain valid for 30 days beyond the last date of installation and commissioning.
4. Where the tender price is in foreign currency, the Exchange Rate will be as per Central Bank of Kenya exchange rate of Tender closing/opening date.

## Section E. Terms of Reference

### TERMS OF REFERENCE: DESIGN AND DEVELOPMENT OF AN INTEGRATED INFORMATION MANAGEMENT (WEB AND MOBILE BASED SYSTEM) FOR KEBS NATIONAL QUALITY INSTITUTE (NQI) AND CERTIFICATION BODY (CB)

#### 1.0 BACKGROUND

The Kenya Bureau of Standards (KEBS) has remained the premier government agency for the provision of Standards, Metrology and Conformity Assessment (SMCA) services since its inception in 1974. Over that period its main activities have grown from the development of standards and quality control for a limited number of locally made products in the 1970s to the provision of more comprehensive Standards development, Metrology, Conformity Assessment, Training and Certification services. With the re-establishment of the East African Community (EAC) and Common Market for Eastern and Southern Africa (COMESA), KEBS activities now include participation in the development and implementation of SMCA activities at the regional level where it participates in the harmonization of standards, measurements and conformity assessment regimes for regional integration. KEBS operates the National Enquiry Point in support of the WTO Agreement on Technical Barriers to Trade (TBT).

#### The Mandate of the Kenya Bureau of Standards

The functions of KEBS as mandated by the Standards Act, Chapter 496 of the Laws of Kenya are *inter alia*:

- (a) To promote standardization in industry and commerce;
- (b) To make arrangements or provide facilities for the testing and calibration of precision instruments, gauges and scientific apparatus, for the determination of their degree of accuracy by comparison with standards approved by the Minister on the recommendation of the Council, and for the issue of certificates in regard thereto;
- (c) To make arrangements or provide facilities for the examination and testing of commodities and any material or substance from or with which and the manner in which they may be manufactured, produced, processed or treated;
- (d) To control, in accordance with the provisions of this Act, the use of standardization marks and distinctive mark;
- (e) To prepare, frame, modify or amend specifications and codes of practice;
- (f) To encourage or undertake educational work in connexion with standardization;
- (g) To assist the Government or any local authority or other public body or any other person in the preparation and framing of any specifications or codes of practice;
- (h) To provide for co-operation with the Government or the representatives of any industry or with any local authority or other public body or any other person, with a view to securing the adoption and practical application of standards;
- (i) To provide for the testing at the request of the Minister, and on behalf of the Government, of locally manufactured and imported commodities with a view to determining whether such commodities comply with the provisions of this Act or any other law dealing with standards of quality or description.

KEBS is in the process of implementing an enterprise wide automation strategy. The aim for the impending digital transformation is to improve efficiency, transparency and accountability in KEBS processes. This initiative will improve KEBS Automation Level by remaining open to emerging technologies with underlying philosophy of maximizing the opportunities while minimizing corporate risks. In addition, KEBS will be able to leverage on technology for knowledge management thus improving efficiency and customers/stake-holders satisfaction via provision of online services.



The expected outcomes of the automation and digitization exercise are:

- 1) Integrated Process Efficiency: It is realized that not all transformation elements result in a system, therefore it is expected that a business process re-engineering towards cross-function efficiency be implemented.
- 2) Customer Value: KEBS focus is on improving value to its customers, both internal and external, and especially the latter as a public enterprise. This is to be achieved by empowering the consumers with online self-service, digital complaints registration encompassing social media, improving speed of serving customers and providing easy access to capacity building.
- 3) Improved Revenue: this digital transformation exercise is expected to result in increased revenue to the organization by blocking leakages and inefficiencies of collection, moving more towards real-time revenue realization and opening up new areas of monetization (and by innovation).
- 4) Digitized Enterprise: by the end of this automation exercise, KEBS should be fully transformed into a fully digitized organization, which shall become a platform for future innovations and increased value to the public and wider economic ecosystems globally.

In addition, the system will be integrated with KEBS existing systems and external parties such as Sage 300 and website. The system will enable clients to access services and information, make payments, track the processing of their requests and submit complaints about certification, membership and training through a live online system.

## **1.1 PROJECT OBJECTIVES**

### **2. Objective 1: Review of Project Requirement Documents**

To review all the requirements documentations.

#### **Purpose:**

For the contracted firm to get to understand KEBS' business and automation expectations and develop a refined software requirement specification document for the NQI & CB Information Management System web and mobile based system. After delivery of the prerequisite documentation, the contracted firm is expected to understand the minimum expectation with regards to NQI & CB system requirements.

### **3. Objective 2: System wireframes and Mock-ups**

To develop wire frame and mock-ups that give a visual representation of the web and mobile based solution and demonstrate at minimum basic functionality of the proposed system.

#### **Purpose:**

The above shall be used for stakeholder sensitization and assist stakeholders to visualize the requirements, refine them, propose new ideas and capture emerging issues as well as receive feedback so as to progressively elaborate requirements.

### **4. Objective 3: System development**

To develop an intuitive web and mobile-based technology system that delivers expectation of users. It must have good business flow and reports. The platform is expected to use non-proprietary software (open-source technologies) and is expected to be compatible with various devices.

#### **Purpose:**

To ensure that the web and mobile - based solution reflects the user needs and refined requirements.

**5. Objective 4: System Prototype and User Testing**

To develop a working system prototype for stakeholders to subject the web and mobile based solution to various tests so as to ensure that the designed solution fits the purpose and also adheres to best practices.

**Purpose:**

To ensure that the web and mobile-based solution functions as it was supposed to.

**6. Objective 5: Organizational Change Management**

To engage all critical stakeholders at various points of the assignment and conduct various types of trainings (ordinary users, advanced users, training of trainers etc.) for all users who shall be using the system.

**Purpose:**

This will ensure that knowledge transfer is conducted to guarantee effective and optimal use of the solution to non-technical and technical teams. The desired goal is to ensure all users require little supervision from either KEBS champions or the contracted firm.

**7. Objective 6: System Piloting, Data migration and deployment**

To first run the solution on a trial basis on a test environment and then deploy it to a live production environment to test whether the solution runs as intended.

**Purpose:**

Piloting will allow for the solution to be tested in both controlled and live environments with the intention of testing various factors such as functionality and correctness, availability, security, usability and accessibility etc.

**8. Objective 7: Documentation**

To document all the aspects of the assignment at all stages of the assignment including commenting on various functions/methods in codebase of the solution to guarantee continuity/enhancement once the solution is handed over to KEBS.

**Purpose:**

This will ensure that all stages of the assignments are fully documented for the purpose of delivery of subsequent processes, understand the logic behind implementation of features but to also allow for extensibility of the solution.

**9. Objective 8: System Support and Maintenance**

To provide full support and maintenance services during the warranty period for the solution based on the signed-off Agreement.

**Purpose:**

Support and Maintenance ensures that the system operates at desired performance and availability levels consistently; with all Service Levels met, it deals with both routine and periodical aspects of maintenance. All operational processes & procedures must be based on eTOM and ITIL.

## **2.0 BACKGROUND INFORMATION AND STRUCTURE OF NATIONAL QUALITY INSTITUTE**

### **a) Introduction**

The National Quality Institute (NQI), is a Department under Standard Development and Trade with the purpose of entrancing a culture of quality in the Kenyan society. In addition to this noble duty, NQI also advances quality management principles, practices and techniques within the Kenyan industry in support of vision 2030 and Sustainable Development Goals (SDG's) through training of standards, seminars and workshops, membership, and quality awards. This is meant to enhance the competitiveness of Kenyan products and services in the world market.

### **b) NQI Profile and Records Management**

NQI is the leading provider of training in standards, management systems and related courses in East Africa Region

The scope of NQI processes are;

- i) Training (in-house and open)
- ii) Membership registration
- iii) Kenya Quality Award Scheme
- iv) Extension Services
- v) Research Services
- vi) Module Development

NQI as an institute has a database of records as follows:

- i) List of courses with no codes
- ii) List of registered members and their membership number
- iii) List of trainers available and their qualifications
- iv) Training schedules (monthly) exists in MS Excel, maintained in KEBS server
- v) Annual training calendar
- vi) List of clients
- vii) Records of business request maintained in various forms
- viii) Members application records kept in manual files per member
- ix) Mechanism for tracking member CPDs does not exist
- x) Registration of member based on a calendar year
- xi) Feedback is collected manually through forms
- xii) Campaigns and communication to clients done through telephone, email and letters send through post or hand delivered.
- xiii) Billing based on quotations, pro-forma invoices and invoices, and known subscription rates
- xiv) Payments for NQI services is made against invoice or known subscription rates through the EFT, Bank deposits or Cheques. Receipting is done at KEBS accounts office and NQI officers track the payment through ACPACC/Sage 300 system.
- xv) List of KQA assessors
- xvi) People external to NQI do not have access to NQI files and folders
- xvii) Training modules and materials accessed on NQI folder in KEBS server
- xviii) Access rights to NQI files and folders is based on

### **c) NQI Structure and Activities**

The department is headed by Head of department with other officers below.

- i) Head of department makes budgets and authorizes expenditures, acts department contact person.

- ii) Managers plan for various activities within the department (Research, Training, Workshops and seminars, Membership and KQA)
- iii) There are various officers responsible for conducting different activities within the department
  - Making the training Schedule and appointment of trainers
  - Module development
  - Membership registration and CPD updates
  - Preparation of Quotation and invoicing
  - Communication to clients and trainers
  - Preparation of justification and payment schedule for trainers using established rates
  - Organizing customers and trainer forums
- iv) Logistics and support officers include Documentation officer, Office Admin, PA to HOD, drivers and answerable to head of department and handle activities like:
  - Communicate with trainers
  - Allocate drivers carrying trainers
  - They print Training materials
  - They print certificates
  - Allocation of NQI conference rooms
  - Liaising with procurement for the need of external training venues
  - They deliver parcels

## 10. Terms and Definition

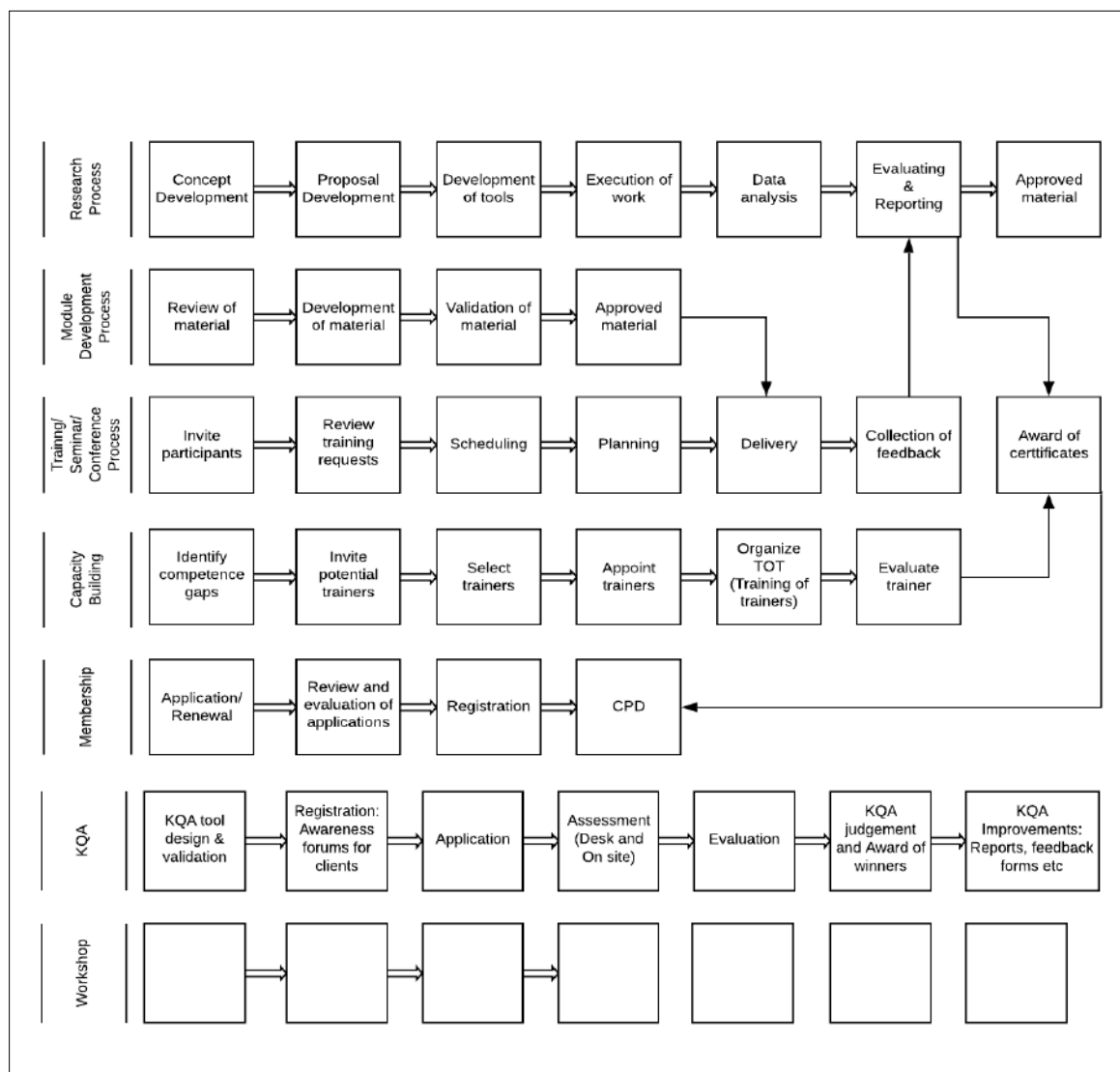
- i) **NQI** - National Quality Institute
- ii) **KQA** - Kenya Quality Award
- iii) **CPD** - Credit Points Development
- iv) **Workshop** - organized meeting conducted by experts to achieve a predefined goal that can be accessible to interested parties
- v) **Seminar** - organized meeting to discuss specialized and focused topics
- vi) **Module** - a set of hardware, software, and a firm/hardware that implements and are contained within the cryptographic boundary.
- vii) **Training Module** – training materials used for teaching
- viii) **Training Programme** - a planned series of future training events
- ix) **In-house training** - a training program for learning opportunities tailor-made for organizations upon request
- x) **NQIMS** - National Quality Institute Information Management System

## 11. USER, SYSTEM AND INFRASTRUCTURE REQUIREMENTS SPECIFICATION

### a) System Perspective on Interaction of processes

The system should provide a flexible, scalable and configurable service-based solution. The platform is designed to have a centralized model that allows user to operate it as a unified model. All modules to be implemented to make use of a centralized repository running on a single database.

The processes currently interact in the manner in which its illustrated on the diagram below

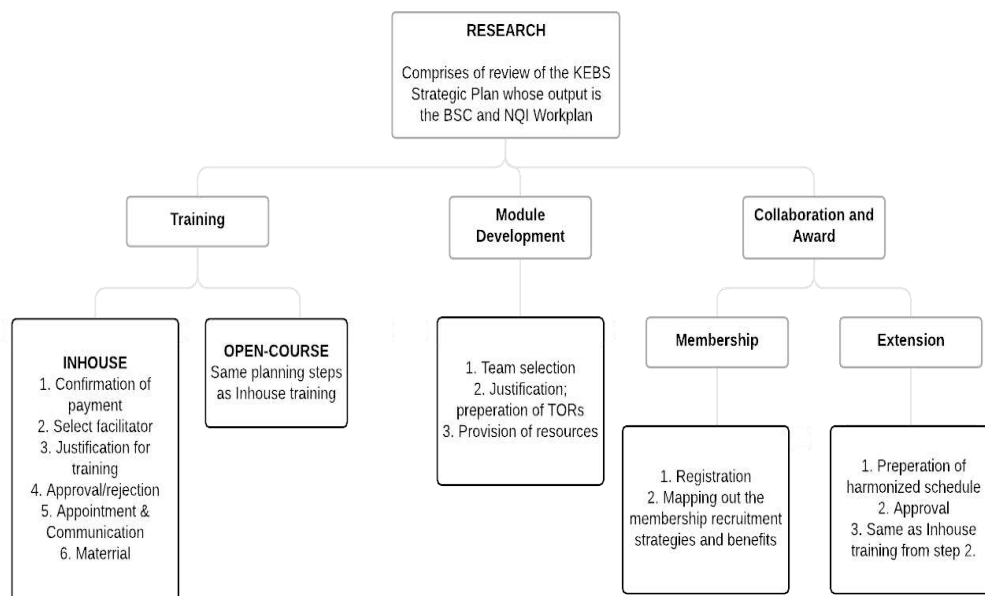


## b) User requirements

### i) Research and module design and development Process

The KEBS-NQI Research Function carries out surveys to determine the status and trends of quality practices in Kenya, assess the impact of KEBS services to industry and identify the needs of industry as well as consumers in as far as quality issues are concerned.

Research/survey findings provide the organization with information useful for development of objective and effective programmes for serving the quality needs in Kenya, raising awareness, promoting uptake of standards and quality management systems, informing consumers, and help in sustaining as well as improving the culture of quality in Kenya.



## ii) Training (in-house and open)

NQI is the leading trainer on quality related courses in the East African Region registered with NITA and is in the process of acquiring IRCA Recognition of some of its courses.

The most popular courses offered by NQI are ISO Management Systems, Standardization, Quality and Quality Related Tools as outlined below;

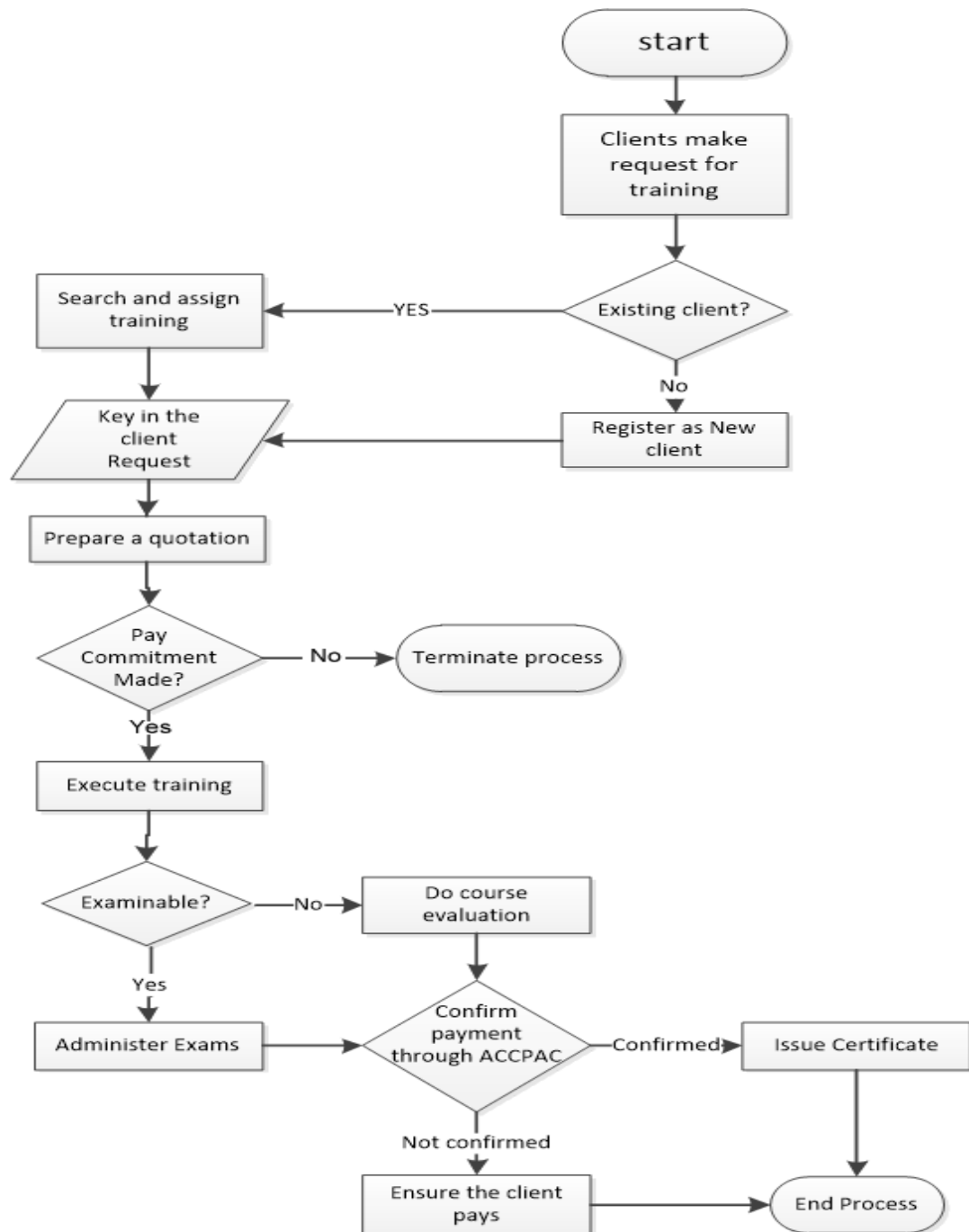
- Quality Management courses
- Business Continuity Management Courses
- Knowledge Management courses
- Environmental Management courses
- Information Security Management courses
- Food Safety Management courses
- Energy Management courses
- Security Organization Management courses
- Risk management courses
- Business Continuity Management courses
- Anti-bribery Management courses
- Auditing/Lead Auditing courses
- Assessor/Lead Assessor courses
- Human Resource Management courses
- Customer Service Management courses
- Occupation Health and Safety Management courses
- Quality Improvement Tools and Techniques
- Quality Awards
- Process Design, and Performance Measurement
- Six Sigma
- Training of Trainers (TOT)
- Sector Specific Standards
- Inspection
- Testing and Metrology

- Tailor Made Programs

All courses are classroom-based, full-time and instructor-led, delivered over consecutive working days with one or two qualified trainers. In-house trainings are offered at client's convenient venue.

The following is a step by step process on how the training process is conducted:

- a. Clients makes request for training through phone, email or letter or walk in.
- b. The officer in charge reviews client's requirements to determine training viability.
- c. The officer in charge logs the request for action (monitoring framework done in excel).
- d. Preparation of the quotation is done and sent to the client.
- e. A pro-forma invoice is sent to the client who requested for it (\*Not in all cases unless requested)
- f. The client sends a Commitment/LSO/Payment details
- g. NQI officer in charge consults with the client and schedules training
- h. Trainers are appointed and notified about the training, dates, venue, client and logistics
- i. Justification and approval of the training program
- j. Required training materials are prepared (printed), verified and packaged (A soft copy of the materials is forwarded to the trainer via email)
- k. Training is executed and customer feedback collected
- l. For examinable courses, exams are administered and marked (TOT, Auditing and Lead Auditor courses)
- m. Trainers returns training records (attendance register, certificate of completion, feedback forms, marked scripts, checklist) and extra/unused materials.
- n. The office assistant receives and records all returned materials
- o. Customer feedback on training is captured (in excel) and analysed.
- p. The finance officer raises an invoice against the LSO through ACCPAC/Sage300.
- q. Certificates printed and distributed to the client upon payment.



### iii) Membership

The Kenya Bureau of Standards (KEBS) through the National Quality Institute (NQI) has established a voluntary registration scheme to formally recognize individuals and organizations, in both public and private sector, desiring to participate in the advancement of knowledge and practice of quality management.

Individual Membership Categories are:

- Fellow
- Member
- Associate Member
- Affiliate Member
- Student Member

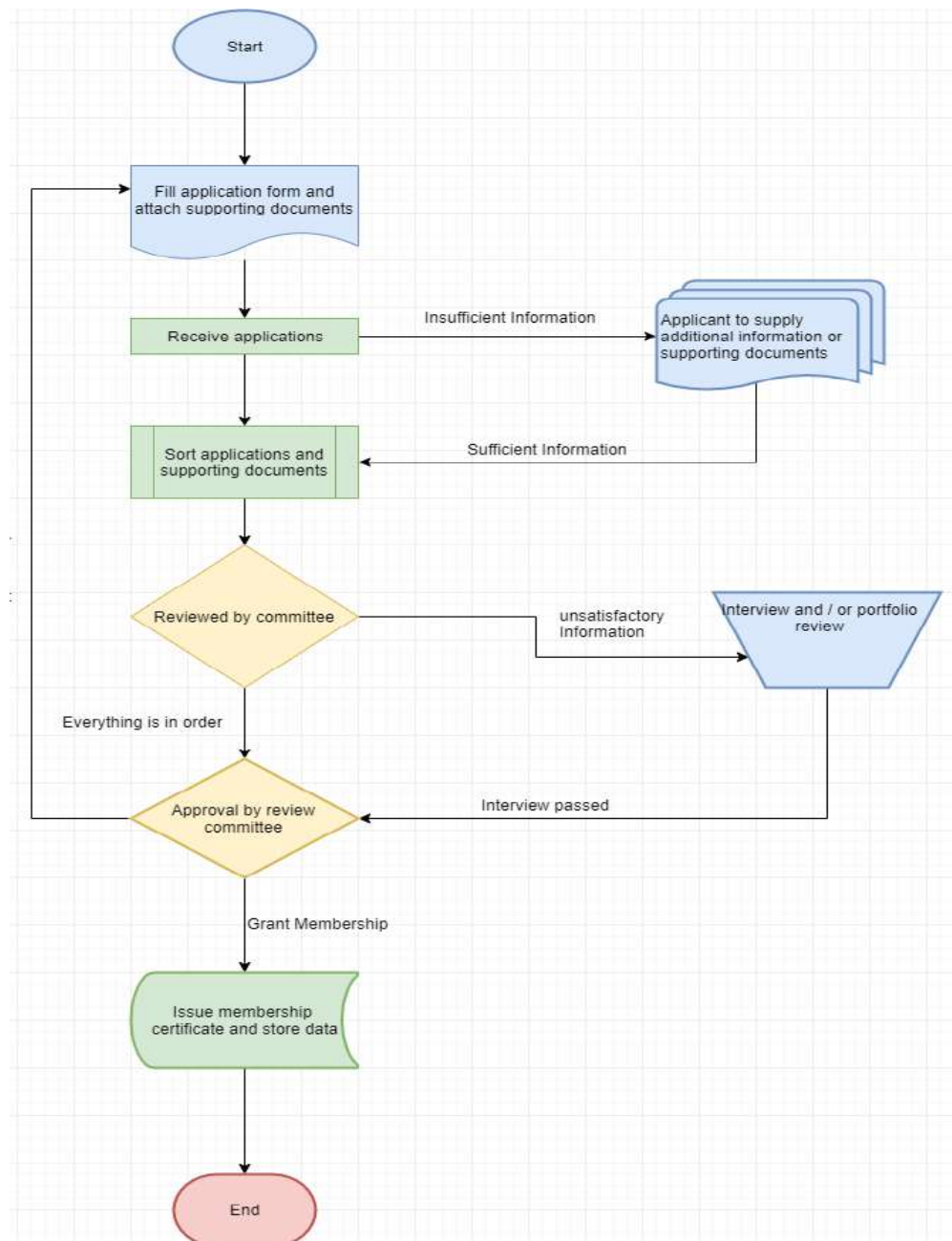


- School Based Quality Clubs

How membership registration is conducted

- a. Client fills in application form manually, attach relevant documents, make payment and submits the application;
- b. Applicant make payment for both membership and application/renewal (MPesa, bankers cheque, bank transfer, cheque etc);
- c. Membership officer reviews and acknowledge receipt of the application and files documents in the relevant files;
- d. Membership officer creates a list of applicants for evaluation;
- e. Membership evaluation committee reviews the application and makes the recommendations;
- f. The membership officer forward the approved list to logistics officer for preparation of certificates;
- g. The certificates are dispatched to the applicant;
- h. Membership list is updated;
- i. Prior to the expiry, the membership officer sends a communication on the affected member for status for renewal;
- j. On renewal, the above steps are repeated;
- k. Monthly bulletins are forwarded to members via membership email;
- l. Member CPD and engagement events are organized, implemented and feedback collected;

### Diagram sequence of events



#### iv) Kenya Quality Award

The purpose of the KEBS Kenya Quality Award (KQA) is to identify, recognize, and spotlight role model organizations in Kenya whose performance is worthy of emulation. Recognizing that SMEs provide for the largest share of the country's GDP, the KQA framework is designed to promote quality management systems for SMEs. It is a process by which SMEs will be assisted to initiate, develop and implement quality management systems to a status of certification.

Currently there is an online system that captures KQA processes from the point of application to evaluation as described below:

- Registration form that allow client to apply for KQA registration.
- Application fees can be paid through though MPesa, bankers cheque, bank transfer, cheque etc under either of the following provided categories:

- **Micro** - KES 10,000
  - **Small** – KES 20,000
  - **Medium** – KES 30,000
- c. Applicants shall not be allowed to proceed without paying full amount at once as per categories above.
  - d. Once the payment is complete, details are then validated and an acknowledgement issued through a confirmation message sent to the applicant and NQI through [kqa@kebs.org](mailto:kqa@kebs.org)
  - e. The applicant is allowed to preview application details
  - f. A dialog box with a “Thanking note” displays upon successful submission of the form.
  - g. The system provides a link to successful application proceed to self-assessment tool with five key areas of focus:
    - Process management
    - Resources management
    - Leadership
    - Customer and market focus
    - Society and Environmental standards
  - h. The applicants receive back a report from the system over the assessment task
  - i. The self-assessment tool calculates the marks for each key area and provides overall scores.
  - j. The system does not allow review or score updates
  - k. The system allows the applicant to view self-assessment answers and results after completion of the assessment.
  - l. An acknowledgement should be sent to the applicant upon successful self-assessment.
  - m. KQA team conducts MSMEs offsite assessment by going through the self-assessment report
  - n. KQA Assessors conducts MSMEs onsite assessment.
  - o. Analysis, evaluation and compilation of Assessment Reports are conducted by of onsite assessment is conducted
  - p. Judges Training & Award decision
  - q. Award is determined
  - r. Award ceremony/Launch
  - s. Post Award Reviews

## c) System requirements

### a) Overview

The system is required to automate the manual process without losing out any step of the NQI processes but could merge for efficiency:

- i) It is expected to have a dashboard with all activities of NQI processes
- ii) It shall have the provisions of holding and managing documents associated with NQI activities
- iii) Should be able to create and track a workflow for the following,
  - Training (in-house and open) from request/advertisement to issuance of certificate
  - Membership from application/renewal, evaluations to issuance of certificate
  - Conferences and seminars from advertisement to issuance of certificate
  - Workshops from notification, implementation, evaluation (1 day event)
  - Module development/review from appointment of panel to approved module in the server

- Kenya Quality Award from workshops, recruitment, application, assessment, judgement, and award
  - Research from design, data collection, data analysis, reporting, and publication
- iv) It shall assist NQI to capture and analyze training feedback.
  - v) It shall assist NQI to capture and analyze customer feedback.
  - vi) It shall administer access privileges to the users and should enable management of individual user accounts
  - vii) It shall create automatic email notification where necessary
  - viii) It shall index documents
  - ix) It shall be able to send mass mails
  - x) Repository for resources
  - xi) It shall be able to generate ad-hoc reports
  - xii) It shall assign unique codes for every event (Training, Workshops and Seminars)
  - xiii) It shall have analytical capabilities and reports such as
    - Training Schedules
    - Client requests
    - Training report summary
    - Trainers profile
    - Customer feedback
    - Lost Business Analysis
    - Identification of new and repeated clients (both organizations and individuals) trained
    - Open course nominees
    - Payment records for each client
    - Income generated per particular period
    - CPD reports
    - Workshop reports
    - Membership profile
    - Members segmentation
    - Client segmentation
    - Document index
    - Trainers log
    - Annual workshop program
    - Membership programs
  - xiv) Shall integrate with existing systems (e.g. ACCPAC, CRM, organization website)

#### b) System Features

Confidentiality	Electronic Data will be accessible only to the authorized persons who have been granted access to the system.
Security	Types of security to be considered once the system is complete are: <b>Application security:</b> the application must be implemented with security levels, with different functions being assigned to different levels or groups of users. <b>Data security:</b> all data in the database must be secured from casual viewing and be protected by passwords and encryption.

User Accounts	User accounts shall be created in order to grant access to the authorized user only. On creation of the user, password will be created; the default random password will be provided for all created users. User will be required to change their password after the first log in the system.
Multi-Level Operation	<p>The NQIMS must have the capability to be operated at multiple levels:</p> <ul style="list-style-type: none"> <li>• Administrators</li> <li>• HOD</li> <li>• Logistics officers</li> <li>• Trainers</li> <li>• Members</li> </ul> <p>At each level, different options must be presented depending the on the requirements of each level.</p>
Software Standards	<p>The development of this NQIMS and database will consider the following:</p> <p>Based on high-usage costs of proprietary software and software licenses; PHP</p>
Mobile Application	<p>The system should have a mobile version that shall be made available to the public for use in the following ways:</p> <ul style="list-style-type: none"> <li>• Inform the public on the running events within NQI</li> <li>• Members apply for membership and later log in to update their details regarding CPD</li> <li>• Members of the public to apply for training, Workshop and conference activities</li> <li>• Make payment through the mobile app.</li> </ul>

#### d) Infrastructure requirement

The system shall be hosted in the cloud with the mobile app expected

### 3.0 BACKGROUND INFORMATION AND STRUCTURE OF CERTIFICATION BODY

#### Introduction

The Kenya Bureau of Standards Certification Body (KEBS CB), is a Department under Standard Development and Trade with the mandate of providing management system and personnel certification (for auditors and welders) services based on ISO standards.

The Management systems certification offered are:

- Quality Management
- Medical Devices
- Knowledge Management
- Environmental Management
- Information Security Management
- Food Safety Management

- Food Safety for Catering Establishments
- Food Safety Systems Certification
- Hazard Analysis and Critical Control Points (HACCP)
- Energy Management
- Occupation Health and Safety Management

Personnel Certification services offered include;

- Registration of Auditors
- Registration of Welders
- Registration of Technical Experts

#### **d) KEBS CB Profile and Records Management**

KEBS CB is a leading provider of certification services in East Africa Region

The scope of KEBS CB processes is;

- vii) Management System Certification
  - i) Application
  - ii) Planning of Audits
  - iii) Executing Audits
  - iv) Audit reporting
  - v) Certification decision
  - vi) Preparation of certification documents
  - vii) Preparation of certificates and Annexes
- viii) Personnel Certification for welders and auditors
  - i) Application
  - ii) Application Review
  - iii) Attachment (for Auditors only)
  - iv) Evaluation/Examination
  - v) Personnel decision
  - vi) Contract preparation and preparation of certificates
  - vii) Monitoring of auditors and welders

KEBS CB as a certification body has a database of records as follows:

- xix) Application details
- xx) Application review
- xxi) Register of applications
- xxii) Audit programmes
- xxiii) Audit schedule
- xxiv) Auditor determination time
- xxv) Quotations
- xxvi) Auditor appointments
- xxvii) Audit notifications
- xxviii) Audit plans
- xxix) Audit reports
- xxx) Non conformity details
- xxxi) Corrective Action Plans
- xxxii) Certification decision
- xxxiii) Directory of Certified Auditors/Experts
- xxxiv) Appeals

xxxv)	Impartiality meeting decisions
xxxvi)	Management review decisions
xxxvii)	Contracts
xxxviii)	Certificates verification form
xxxix)	Certificates
xl)	List of certified clients
xli)	List of suspended certificates
xlII)	List of withdrawn certificates
xlIII)	List of registered auditors and welders and their registration number and qualifications
xliv)	Monitoring reports
xlV)	Departmental Meetings
xlvi)	Risk Register
xlVII)	Transition documents
xlVIII)	Gifts & Conflict of interest declaration records
xlIX)	External Communication records
l)	Staff Skills Matrix
li)	Annual Training Plan
lii)	Work Plans,
liii)	BSC
liv)	Capacity Building plans for Auditors
lv)	Policies, Pricing List, Procedures & Guides
lvi)	List of withdrawn auditors and welders
lvii)	Invoices and LPOs
lviii)	Feedback is collected manually through forms
lix)	Accreditation certificates

#### e) KEBS CB Structure and Activities

The department is headed by Head of department with other officers below.

- v) Head of department makes budgets and authorizes expenditures, acts department contact person.
- vi) Managers plan for various activities within the department (each manager is responsible for a different certification scheme. QMS, EMS & OHSMS, FSMS & FSSC, ISMS & KMS, Personnel Certification)
- vii) There are various certification officers responsible for conducting different activities within the department
  - Audit planning
  - Audit Management
- viii) Logistics and support officers include Logistics officer, Registry clerk, Customer Care officer, PA to HOD who are answerable to head of department and handle activities like:
  - Preparation of audit justification
  - Updating of the audit schedule
  - Coordination with finance with regards to invoicing
  - Records management
  - Receiving and guiding visiting clients
  - Preparation of contracts and certificates

## 12. Terms and Definition Terms and Definition

- xi) **KEBS CB** – Kenya Bureau of Standards Certification Body
- xii) **TQM software** – a software used to manage internal audits and KEBS CB records
- xiii) **QMS** - Quality Management Systems
- xiv) **EMS** - Environmental Management System
- xv) **FSMS** - Food Safety Management Systems (FSMS includes ISO 22000, HACCP, FSCE and FSSC 22000)
- xvi) **HACCP** - Hazard Analysis and Critical Control Point
- xvii) **OH&SMS** - Occupational Health and Safety Management System
- xviii) **ISMS** - Information Security Management Systems
- xix) **ITSM** - Information Technology Service Management
- xx) **FSCE** - Food Safety for Catering Establishments
- xxi) **FSSC** - Food Safety System Certification
- xxii) **HOD** - Head of Department
- xxiii) **MQMS** - Manager, QMS certification
- xxiv) **MEHS** - Manager, Environment, Health and Safety Management System Certification.
- xxv) **MFSMS** - Manager FSMS certification
- xxvi) **AMISMS** - Assistant Manager ISMS Certification
- xxvii) **CO** – Certification Officer
- xxviii) **PA-HOD** – Personal Assistant to the HOD
- xxix) **Certification** – Certification is a “third-party attestation related to products, processes, systems or persons
- xxx) **Accreditation** – Accreditation is a “third-party attestation related to a conformity assessment body conveying formal demonstration of its competence to carry out specific conformity assessment tasks
- xxxi) **IAFCertSearch** – an exclusive global database for accredited management system certifications
- xxxii) **Certified client** - organization whose management system has been certified
- xxxiii) **Impartiality** - presence of objectivity
- xxxiv) **Certification audit** - audit carried out by an auditing organization independent of the client and the parties that rely on certification, for the purpose of certifying the client's management system competence ability to apply knowledge and skills to achieve intended results client organization whose management system is being audited for certification purposes
- xxxv) **Certification scheme** - conformity assessment system related to management systems to which the same specified requirements, specific rules and procedures apply
- xxxvi) **Auditor** - person who conducts an audit
- xxxvii) **Audit time** - time needed to plan and accomplish a complete and effective audit of the client organization's management system
- xxxviii) **Audit** - Systematic, independent and documented process for obtaining objective evidence and evaluating it objectively to determine the extent to which the audit criteria are fulfilled
- xxxix) **Audit programme** - Arrangements for a set of one or more audits planned for a specific time frame and directed towards a specific purpose.
- xl) **PC** - Personnel Certification
- xli) **PCO**- Personnel Certification Officer
- xlii) **NDT**- Non-Destructive Testing
- xliii) **Enquiry** - Request for information
- xliv) **Complaint** - Any expressed dissatisfaction, written or verbal, with any service offered by the KEBS CB or by a certified client of the KEBS CB



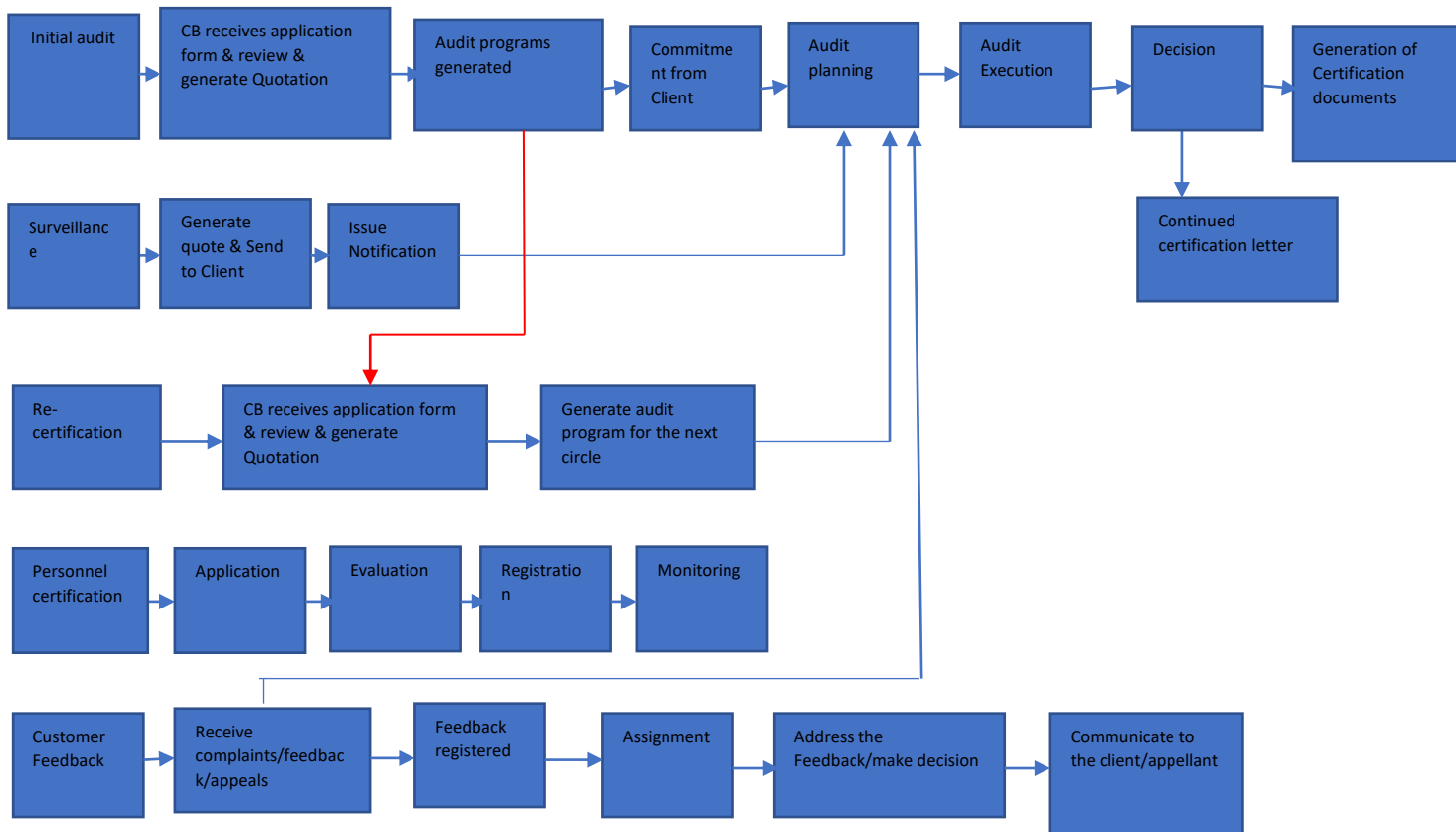
- xlvi) **Complainant** - The originator of the complaint
- xlvi) **Appeal** - A request by client of the KEBS CB for further consideration(s) or change in the decision(s) of the CB on any issue concerning certification
- xlvi) **Appellant** - Client of the KEBS CB making an appeal to the CB
- xlvi) **Module** - a set of hardware, software, and a firm/hardware that implements and are contained within the cryptographic boundary.

#### 4. USER, SYSTEM AND INFRASTRUCTURE REQUIREMENTS SPECIFICATION

##### e) System Perspective on Interaction of processes

The system should provide a flexible, scalable and configurable service-based solution. The platform is designed to have a centralized model that allows users to operate it as a unified model. All modules to be implemented to make use of a centralized repository running on a single database.

The processes currently interact in the manner in which its illustrated in the following diagram.



## **f) User requirements**

### **Management System Certification**

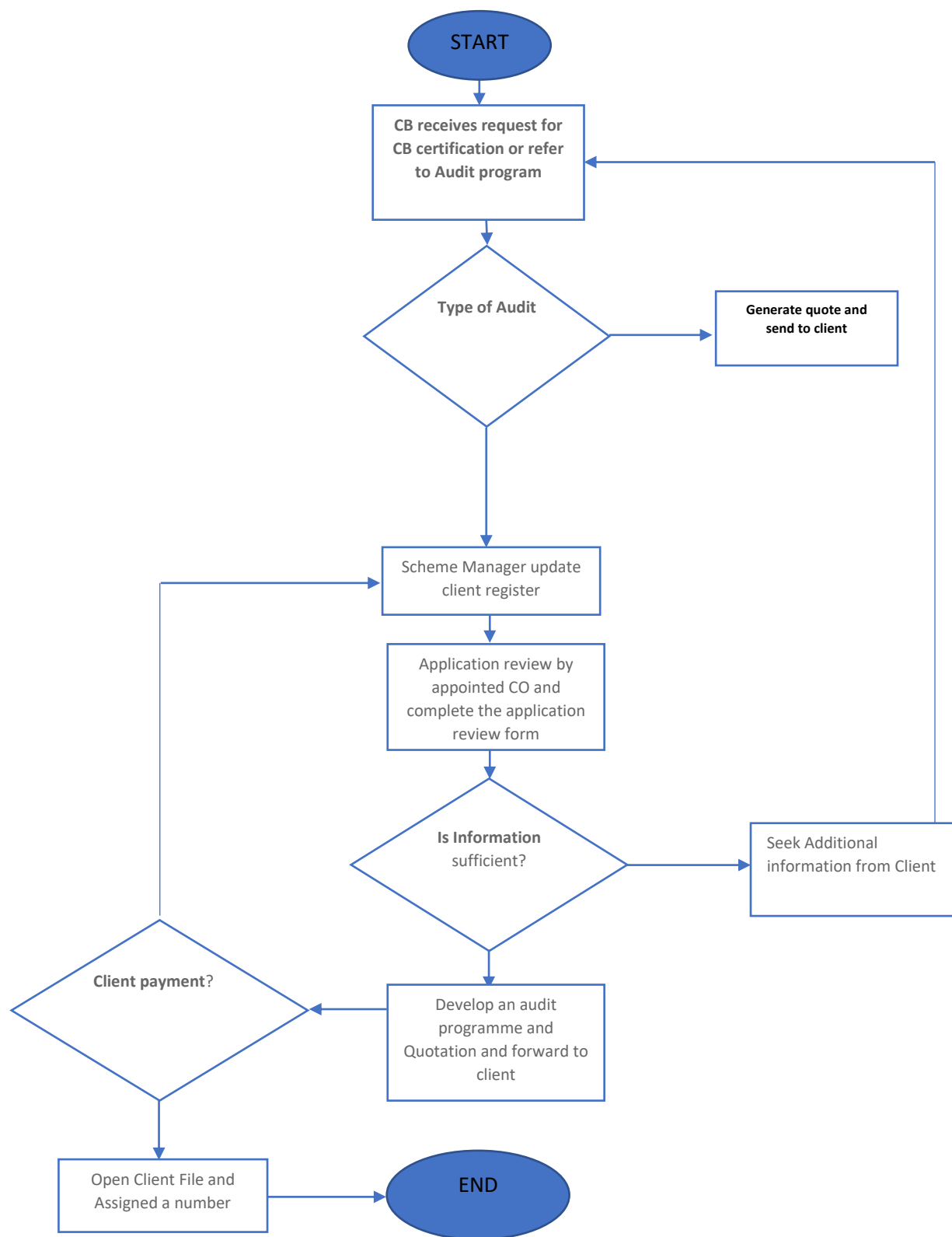
The KEBS CB carries out Management System Certification services as per the modules below.

The following is a step by step process on how the audit process is conducted:

*It is key to note that there are different types of audits, namely Documentation review, Initial audit (Stage 1 and Stage 2), Surveillance and recertification.*

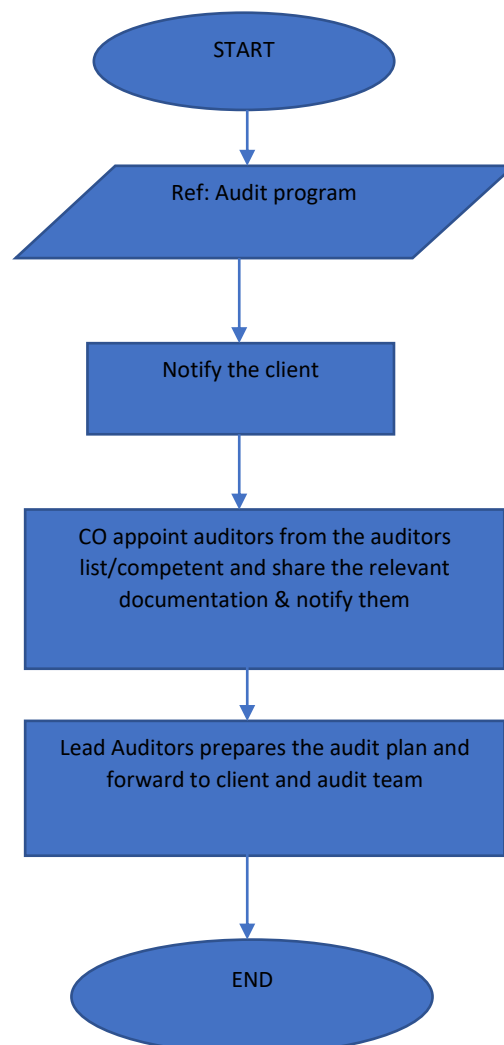
## **i) Application Module**

- a) For initial and recertification audits, KEBS CB receives applications for Management system services either by completed hard copies or scanned copies. The application forms can be accessed by the external clients either via email from the COs or by downloading them from the website.
- b) The completed application form is reviewed by the appointed CO who also completes the Application Review Form based on the information in the application
- c) The Scheme Manager updates the register of applications
- d) If the information in the application is sufficient, the CO prepares an audit programme (during an initial audit. The audit programme includes the areas to be audited during a recertification audit) and then calculates the auditor duration using the Auditor Determination Form
- e) A quotation is generated based on the information determined above and forwarded to the client.
- f) The client commits by either paying the applicable fee, sending an LSO, contract or commitment letter



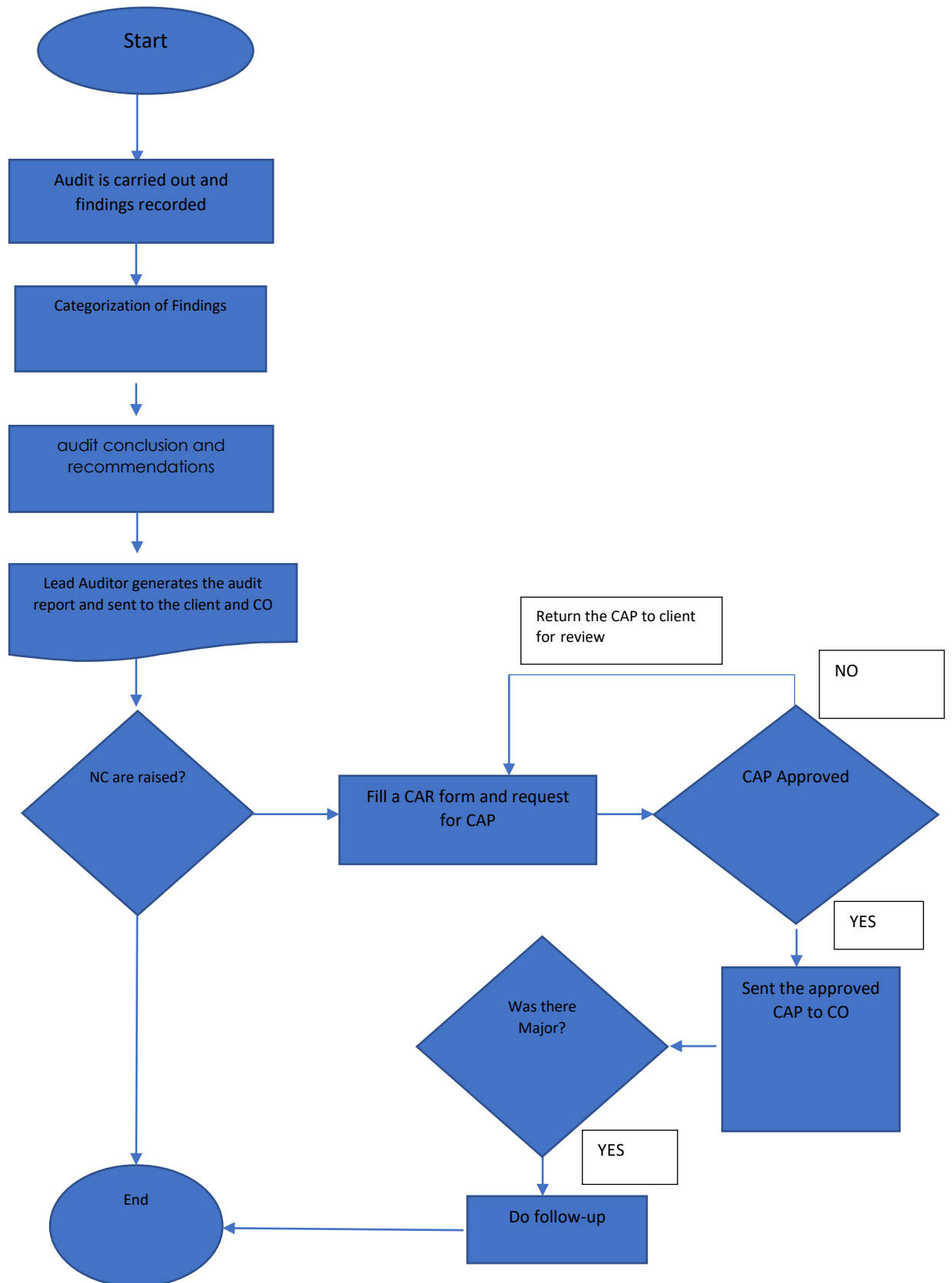
## Audit Planning

- a) For all audits, The CO determines the audit objectives, scope, criteria and appoints competent auditors. The auditors are selected from the list of auditors (database) which has information on the auditors and their competence.
- b) The CO notifies the client on the audit details and team.
- c) The CO officially appoints the auditors and send them the audit appointment, established audit programme and the client documentation.
- d) The lead auditor develops an audit plan and forwards it to the client and audit team.



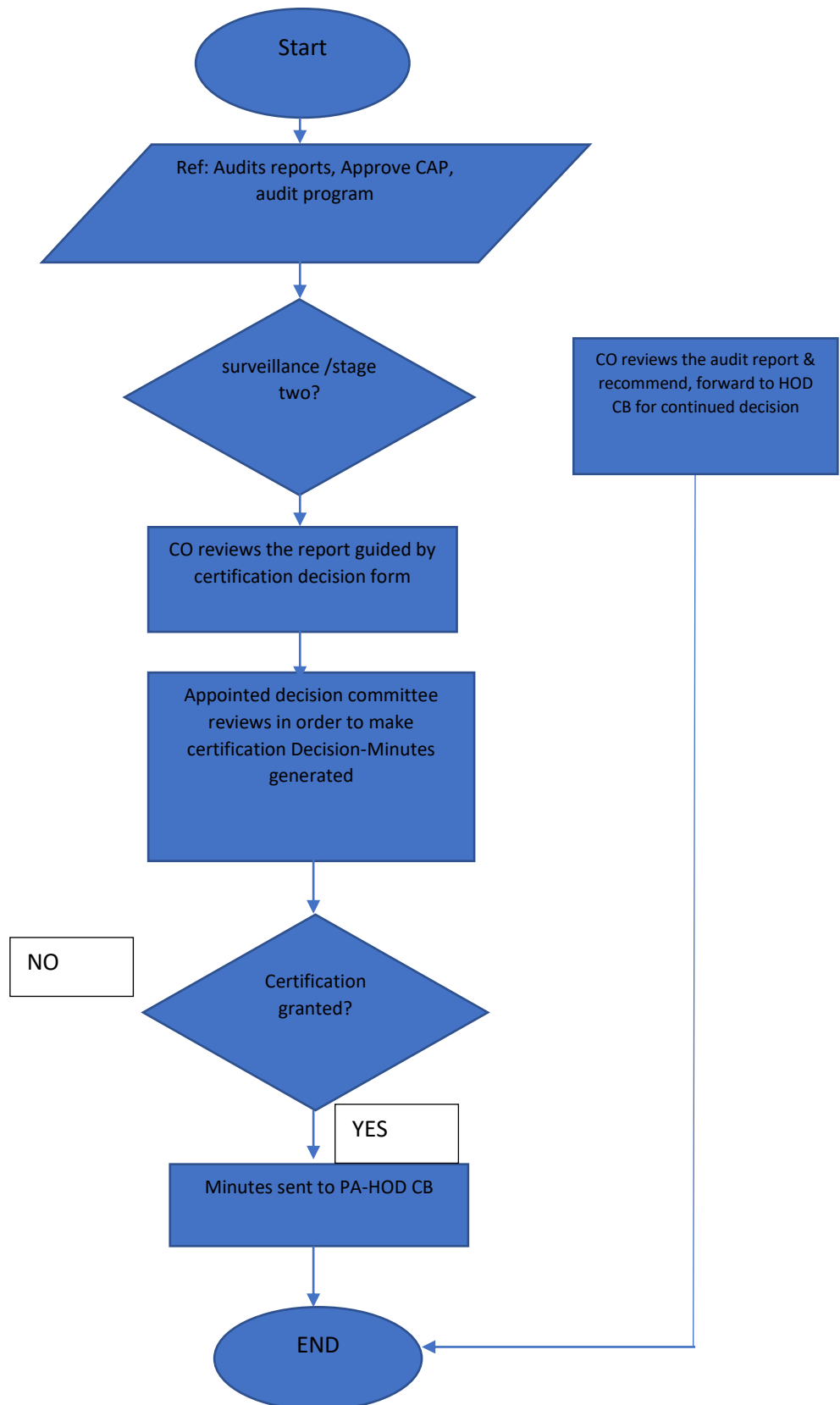
ii) **Audit Execution and Reporting**

- a. The audit team carries out the audit and records any non-conformities in the non-conformity form and request the client for a corrective action plan
- b. The auditors record their findings during the audit in hard copy or in soft copy
- c. The audit findings are reviewed and categorized as either positive, opportunities for improvement and non-conformities (if any). Non conformities can be classified as either minor or major
- d. Based on the findings, the audit team comes up with an audit conclusion and recommendations, which are presented to the client
- e. The audit team leader generates an audit report based on the audit report template, and forwards it to the client and appointing CO.
- f. The auditor receives the CAP, reviews it for suitability and approves. In case of a major non-conformity, follow up must be done.



### **iii) Certification Decision**

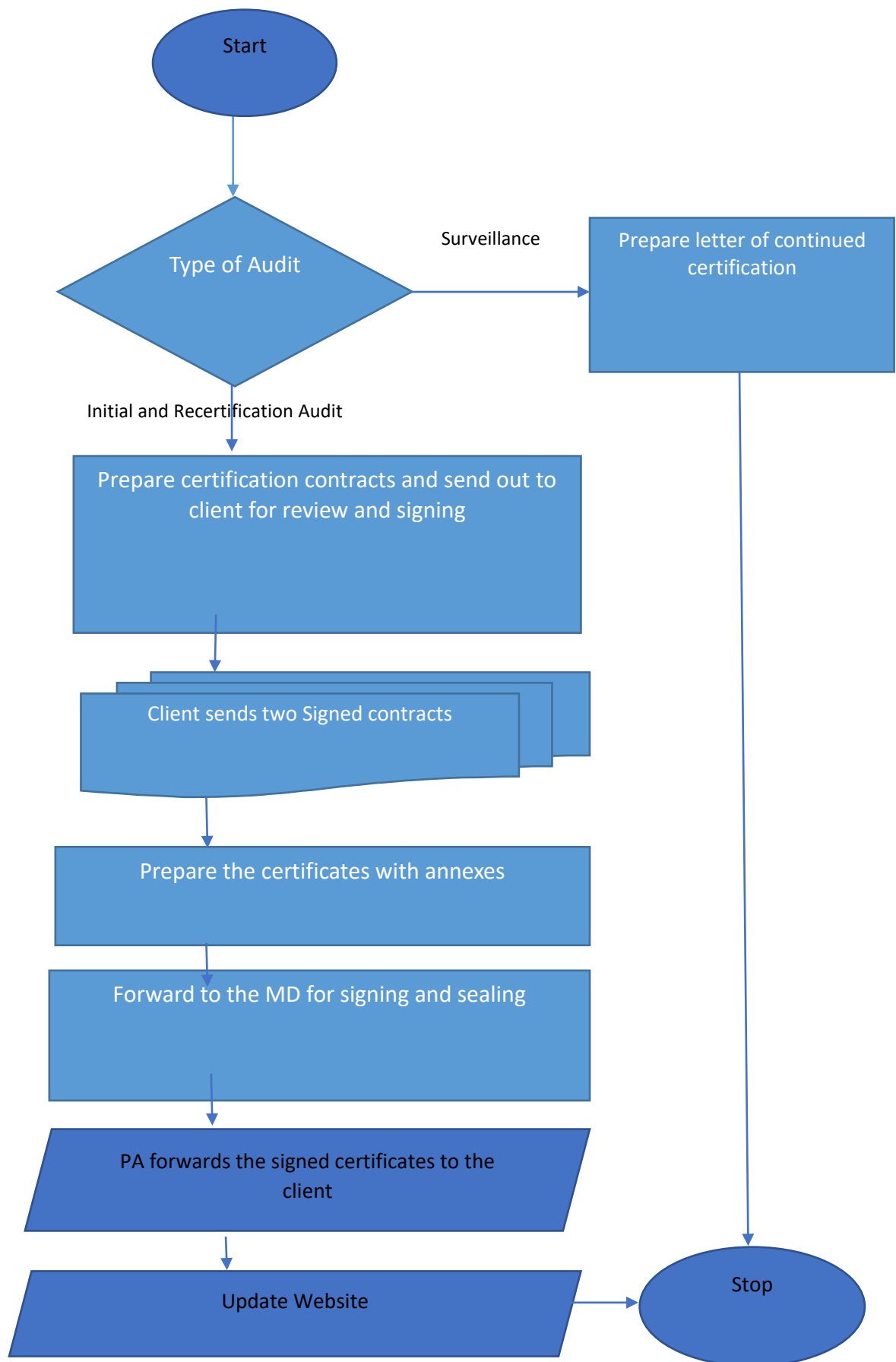
- a. For initial and recertification audits, the CO reviews the audit reports and associated documents and forwards the recommendations to a peer reviewer for a second review and recommendation guided by the certification decision form.
- b. A certification decision committee is appointed to review the audit reports, associated documents and recommendations in order to make a decision on whether to grant certification or not.
- c. Minutes from the decision committee meeting are generated and sent to the KEBS CB staff and PA-HOD Certification body
- d. For surveillance audits, the CO reviews the audit reports and associated documents and makes a recommendation. The CO forwards the documents to the HOD for a decision on continued certification, guided by the continued certification form.





#### **iv) Preparation of Certification documents**

- a.** For initial and recertification audits, the PA prepares certification contracts based on the information in the minutes and sends them to the client for review and signing
- b.** The client sends two copies of the signed contract via hard copy
- c.** The PA prepares the certificates and annexes which are verified by the CO, Scheme Manager and HOD.
- d.** The PA-HOD forwards the verified certificates, annexes, contract and cover letter to the Legal office for review and then to the Managing Director's office for signing and sealing
- e.** The signed and sealed documents are returned to the PA-HOD and forwarded to the client
- f.** The HOD ensures the website is updated.
- g.** For surveillance audits, the PA-HOD prepares a letter of continued certification, forwards it to the HOD for signing and thereafter, forwards it to the client.



## **PERSONNEL CERTIFICATION OF WELDERS AND AUDITORS**

### **i) Application**

- a) The candidate (applicant) fills an application form and forwards to CB-PC section
- b) PCO Reviews the application for adequacy of information and to confirm that pre-requisite requirements have been met.

### **ii) Attachment (for auditors)**

- a) Candidates for auditor registration are attached at least 3 times to experienced audit teams to learn how 3rd part audit is conducted before they are evaluated for competence.

### **iii) Evaluation/ Examination**

- a) Candidates for auditor registration are examined by witnessed audit on site (practical exam) and a qualified evaluator fills an evaluation form.
- b) Candidates for welder registration are examined by witnessed welding process and they make a weld using a prescribed process as a qualified examiner observes and fills an examination form. The weld made is taken to laboratory for quality testing using methods like NDT.

### **iv) Personnel decision**

- a) Once Evaluation/Examination results are received, they are filed and together with all required testimonials are presented to a personnel certification decision committee. The candidate is informed about the decision made. The candidate is certified and registered in the database of approved auditors or welders as applicable if all requirements are met

### **v) Contract preparation and preparation of certificates**

- a) A 3 year renewable contract is made for the certified person and after signing it is returned to CB and a certificate is processed. The contract and certificate are then

signed in duplicate by the Director and original copy of each is forwarded to the person while the second copy of original is retained by CB- PA.

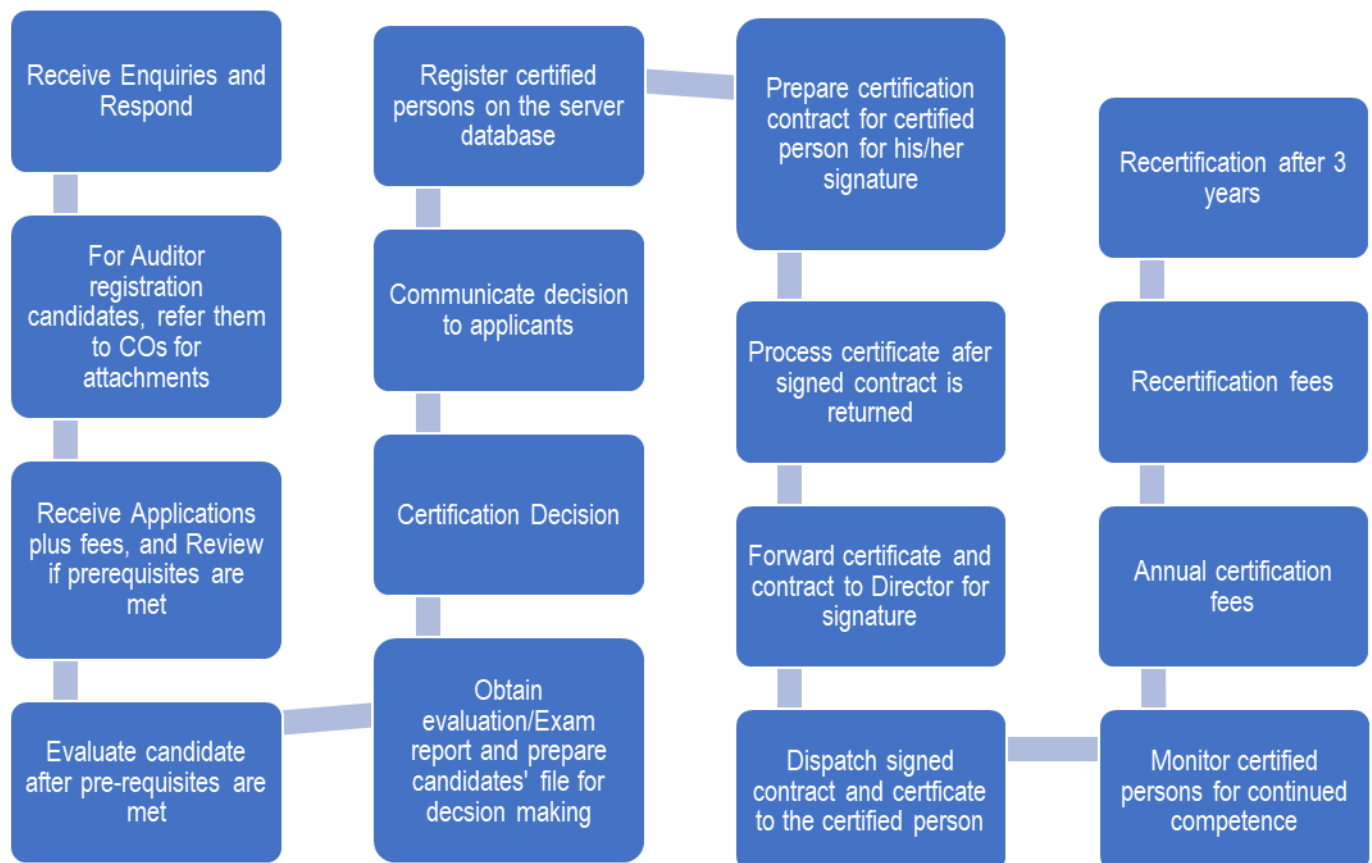
#### vi) Monitoring of auditors

- a) Monitoring auditor competence by written exams
- b) Monitoring auditor competence by witnessed audit process
- c) Monitoring auditor competence based on audit reports

#### vii) Monitoring of Welders

- a) Monitoring welder competence by written exams
- b) Monitoring welder competence by witnessed welding process
- c) Testing quality of the weld by laboratory testing

PERSONNEL CERTIFICATION FLOW DIAGRAM (Auditors, Welders, NDT Persons)



## **CUSTOMER FEEDBACK**

### **(i) Complaints**

Customer feedback includes complaints, appeals and compliments.

- a) Complaints are received in the HODs office (by phone, hard copy, email) and assigned a complaints number and filed in the complaints register.
- b) The complaints are assigned to an investigating officer who carries out an investigation and documents the details of the investigation.
- c) In the case of a complaint against a certified client, the HOD informs the client and any feedback from the client is taken into account during the investigation
- d) The investigating officer proposes correction and corrective action which is verified by the HOD
- e) The investigating officer then responds to the complaint in writing and ensures the complaint is closed
- f) In the case of a complaint against a certified client, the HOD informs the certified client in writing of the correction and corrective action and the resolution of the complaint.

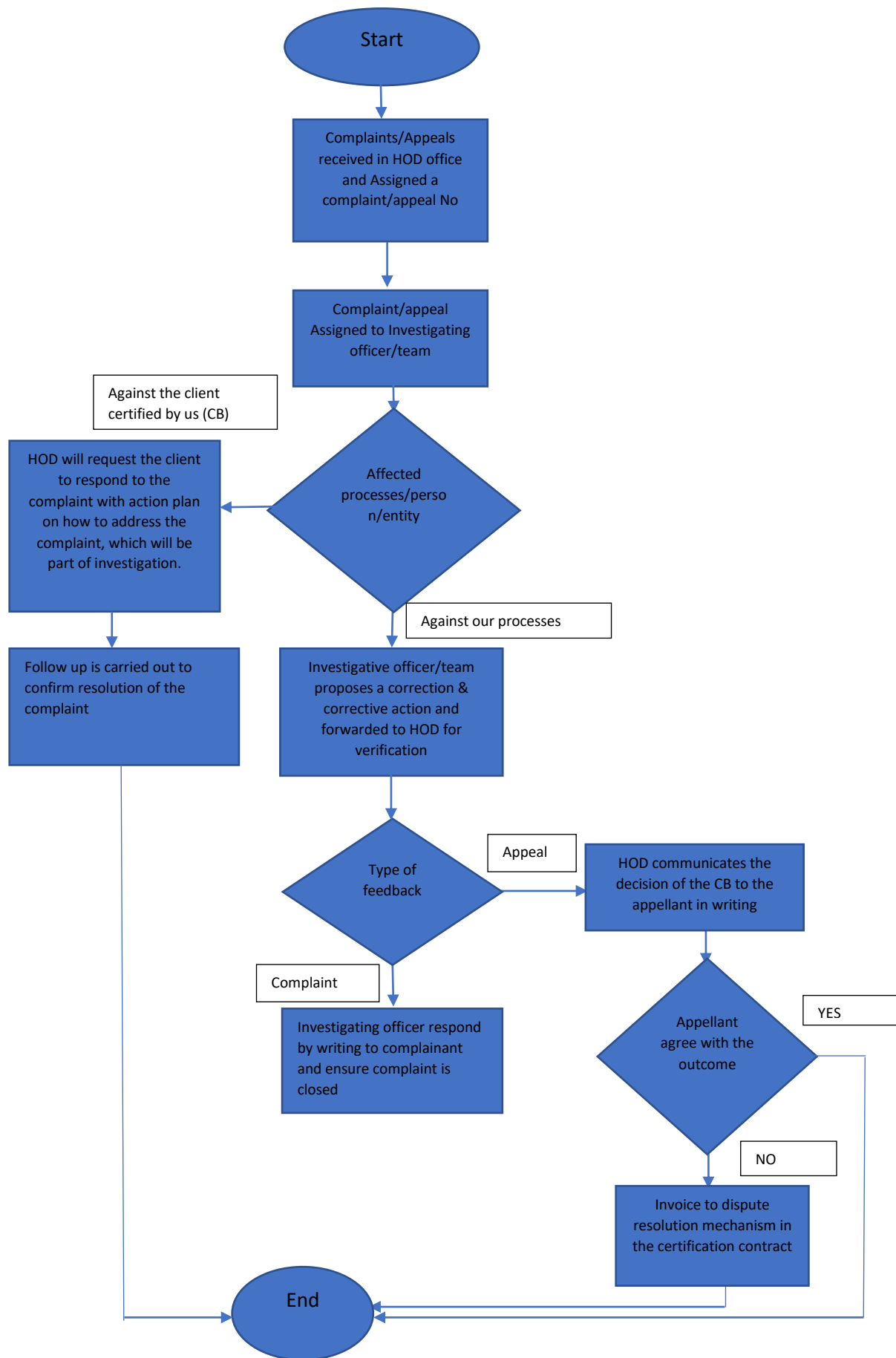
### **(ii) Appeals**

CB clients may appeal any decision of the KEBS CB. These decisions may include decisions not to award certification, decisions to suspend or to withdraw certification, or decisions to reduce the scope of certification.

- a) A written appeal is received and forwarded to the HOD who validates and if necessary, appoint an investigating officer/team
- b) Once the investigations are complete, the investigating officer prepares a report and complete the proposed correction, and/or corrective actions on CER/F/10. The report and the completed form are then presented to the HOD for verification
- c) The HOD communicates the decision of the CB to the appellant, in writing, and gives formal notice of the end of the appeal handling process.
- d) If the appellant does not agree with the outcome of the appeal process, the dispute resolution mechanism (detailed in the certification contract) comes into effect.

### **(iii) Tracking of enquiries, complaints and appeals**

- a) All enquiries, Complaints and appeals are tracked and records kept in the appropriate sections of CER/F/10 and filed in CB Complaints file at HOD's office.
- b) Complaints in both hard and soft copy registers are tracked by indicating dates of actions taken consistent with section II of CER/F/10.
- c) The HOD updates the complaints records on the CB server using the information in the filled CER/F/10
- d) Enquiries are also logged and tracked through IAF CertSearch and TQM Platform



## **g) System requirements**

### **a) Overview**

The system is required to automate the manual process without losing out any step of the KEBS CB processes but could merge them for efficiency:

- xv) It is expected to have a dashboard with all activities of KEBS CB processes
- xvi) It shall have the provisions of holding and managing documents associated with KEBS CB activities
- xvii) Should be able to create, track and query a workflow at all stages for the following,
  - Management System Certification
  - Personnel Certification
  - Customer Feedback
- xviii) It shall identify the clients based on their specific EAC codes
- xix) It shall not allow auditors outside the client EAC scope to be appointed for an audit
- xx) It shall assist KEBS CB to capture and analyze audit feedback.
- xxi) It shall assist KEBS CB to capture and analyze customer feedback.
- xxii) It shall administer access privileges to the users and should enable management of individual user accounts
- xxiii) It shall index documents
- xxiv) It shall be able to send mass emails
- xxv) Repository for resources
- xxvi) It shall transform all current forms and record generation templates into an online/interactive status
- xxvii) It shall generate e-certificates, e-contracts and e-quotations
- xxviii) It shall allow online comments, recommendations and approval at all stages of the certification process (from application to release of the Certificate)
- xxix) It shall allow clients to query certification progress at all stages of the process
- xxx) It shall be able to generate ad-hoc reports
- xxxi) It shall assign unique codes for every audit
- xxxii) It shall create automatic email notification where necessary
- xxxiii) It shall generate alerts
  - It shall notify certification officers on the upcoming certification expiry dates three months prior to expiry
  - It shall notify certification officers on upcoming surveillance audits one month prior to the audit date
  - It shall notify certification officers on overdue audits
  - It shall notify certification officers on expired certifications
  - When a major non conformity is raised, follow up should be done within 60 days
  - Submission of approved CAP
  - Application of certification services by potential clients and reminders to follow up
  - Complaints resolution timelines
  - Client payment status
- xxxiv) It shall have analytical capabilities and reports such as
  - Audit reports
  - Changes in audit programmes
  - Client requests
  - Auditors profiles
  - Customer feedback
  - Lost Business Analysis

- Information from the NQI module on their trained clients and the courses trained
- Payment records for each client
- Income generated per particular period
- Client certification history
- Client profiles
- Client segmentation
- Document index
- Auditor logs
- Activity logs
- Audit trail
- Valid certificates, Entities, sites and Sectors
- Certified auditors/experts/welders per scheme and sector
- Overdue Audits
- Auditor days for each certification
- Risk assessment based on risk register template
- Audit schedules

xxxv) Shall integrate with existing systems (e.g. ACCPAC, NQI automation system, TQM, organization website)

#### b) System Features

Confidentiality	Electronic Data will be accessible only to the authorized persons who have been granted access to the system .
Security	Types of security to be considered once the system is complete are: <b>Application security:</b> the application must be implemented with security levels, with different functions being assigned to different levels or groups of users. <b>Data security:</b> all data in the database must be secured from casual viewing and be protected by passwords and encryption.
User Accounts	User accounts shall be created in order to grant access to the authorized user only. On creation of the user, password will be created; the default random password will be provided for all created users. User will be required to change their password after the first log in the system.



Multi-Level Operation	<p>The KEBS CB Information Management System must have the capability to be operated at multiple levels:</p> <ul style="list-style-type: none"> <li>• Administrators</li> <li>• HOD</li> <li>• Scheme Managers</li> <li>• Certification Officers</li> <li>• Logistics officers</li> <li>• Auditors</li> <li>• Registered clients</li> <li>• Members</li> </ul> <p>At each level, different options must be presented depending the on the requirements of each level.</p>
Software Standards	<p>The development of this KEBS CB Information Management System and database will consider the following: Based on high-usage costs of proprietary software and software licenses; PHP</p>
Mobile Application	<p>The system should have a mobile version that shall be made available to the public for use in the following ways:</p> <ul style="list-style-type: none"> <li>• Inform the clients and auditors on the running events within KEBS CB (e.g. customer communication day, auditor day)</li> <li>• Auditors to check their registration and competence status, as well as application status</li> <li>• Auditors to apply for registration, attachment and conference activities</li> <li>• Auditors to access relevant documentation needed for audits such as forms, applicable standard and editors guide</li> <li>• Make payment through the mobile app.or credit card</li> </ul>

#### **h) Infrastructure requirement**

The system shall be hosted in a hybrid environment; (both cloud and on premise) for the purpose of business continuity. The mobile app is also expected.

## **4.0 METHODOLOGY**

### **a) General principles**

The following essential principles will guide the assignment from the onset to completion.

It is expected that the overall approach to delivering this assignment will be through consistent consultation and collaboration/partnership.

There are different documents that will be generated at various stages of the assignment and must meet best practice in terms of content and quality.

It is worth noting that these documentations shall be subjected to review and approval by the PIT.

### **Specific Methodologies for particular objective**

#### **Objective 1: Review of requirements documents**

##### **Inputs**

1. Project Work plan
2. System Requirement documentation
3. Relevant KEBS institution level documentation (To be provided)

##### **Approach**

- 1) Revise the documents under the inputs of this objective area.
- 2) Hold working sessions with the designated teams/persons as may be required. The contracted firm is required to seek clarifications where necessary.
- 3) Document all requirements gathered and undertake needs analysis.
- 4) Update the Business Requirements Document and System Requirements Specifications to ensure all new information is included and gaps filled.
- 5) Ensure there is consistent consultation and collaboration during the entire life of the assignment.
- 6) Consolidate and incorporate reviews/feedback on the Business Requirements Documents and
- 7) System Requirements Specifications from the identified stakeholders through the established communication channels.

##### **Outputs**

1. Revised Business Requirements Document
2. Revised Software Requirements Specification

#### **Objective 2: System Wireframe and Mock-ups**

##### **Inputs**

1. All inputs and outputs in objective 1 above.
2. Insights from project team.

##### **Approach**

- 1) Review the documents under the inputs of this objective area.
- 2) Hold working sessions with the designated teams/persons as may be required. The contracted firm is required to seek clarifications where necessary.
- 3) Conduct demos for various users/stakeholders on the prototype in order to refine the documented requirements.

- 4) Ensure there is consistent consultation and collaboration during the entire life of the assignment.
- 5) Ensure that prototyping activities adhere to the best practices.
- 6) Consolidate and incorporate reviews/feedback on the mock up from the identified stakeholders through the established communication channels.

### **Outputs**

- 1) System Wireframe and Mockups of both web and mobile version
- 2) Stakeholders Feedback

## **Objective 3: System Development**

### **Inputs**

All inputs and outputs in objective 2 above.

Findings from research on current technologies and related issues.

### **Approach**

- 1) Review the documents under the inputs of this objective area.
- 2) At least 3 KEBS staff will be attached to work with the developers.
- 3) Hold working sessions with the designated teams/persons as may be required. The contracted firm is required to seek all clarifications where necessary.
- 4) Develop specific modules of the solution based on the assignment schedule. The solution should be done as per the requirements document, feedback from the prototyping process.
- 5) The source code and its documentation must be submitted in accordance with the client's ICT policies, the assignment plan and the assignment SLA.
- 6) Ensure there is consistent consultation and collaboration during the entire life of the assignment.
- 7) Ensure that the system development activities adhere to the Quality Management Framework guidelines.
- 8) Consolidate and incorporate reviews/feedback on the system module(s) under development from the testing Test Log Matrix from the identified stakeholders through the established communication channels.

### **Outputs**

1. Fully tested and signed off System Modules of web and mobile version.
2. Source code (with comments) and database script with its documentation.

## **Objective 4: System Prototype and User Testing**

### **Inputs**

1. All inputs and outputs in objective 3 above.
2. Insights from project team.

**Approach**

- 1) Review the documents under the inputs of this objective area
- 2) Hold working sessions with the designated teams/persons as may be required
- 3) Conduct various types of tests as detailed in the work plan
- 4) It is expected that the contracted firm will conduct in-depth in-house tests before subjecting the system to the various user tests
- 5) Review test cases incorporated in the Test Plan.
- 6) Update the Test Log Matrix or on equivalent tools used. At the end of all tests, a Test Report must be generated and shared with the team.
- 7) Participate in validation/verifications activities at points deemed necessary during this stage.
- 8) Ensure User Acceptance Testing (UAT) sign-offs are done for each module. As for interdependent modules, where sign-offs of one module is required before proceeding, that condition must be observed.
- 9) Ensure there is consistent consultation and collaboration between KEBS and stakeholders during the entire life of the assignment.
- 10) Consolidate and incorporate feedback from stakeholders on system modules through the established communication channels.

**Outputs**

- 1) System Prototype of web and mobile version
- 2) Updated Test Log Matrix or equivalent
- 3) Signed-Off UATs
- 4) Test Report (containing updates on test cases)

**Objective 5: Change management****Inputs**

- 1) All inputs and outputs in objective 4 above.
- 2) Insights from project team.

**Approach**

- 1) Review the documents under the inputs of this objective area.
- 2) Hold working sessions with the designated teams/persons as may be required. The contracted firm is required to seek all clarifications where necessary.
- 3) undertake all the required activities in the assignment plan under change management min- plan.
- 4) with the required approvals, update the change management min-plan in the assignment plan.
- 5) Ensure there is consistent consultation and collaboration during the entire life of the assignment.
- 6) At the end of each training cycle, submit a training report detailing how the training transpired.
- 7) Ensure that change management activities adhere to best practices.
- 8) Consolidate and incorporate reviews/feedback on the change management mini-plan

from the identified stakeholders through the established communication channels.

### **Outputs**

- 1) Updated Change Management Plan
- 2) Training Report(s)

## **Objective 6: System piloting, data migration and deployment**

### **Inputs**

- 1) All inputs and outputs in objective 5 above.
- 2) Insights from project team.

### **Approach**

- 1) Review the documents under the inputs of this objective area.
- 2) Hold working sessions with the designated teams/persons as may be required. The contracted firm is required to seek all clarifications where necessary.
- 3) Undertake all the required activities in the assignment plan under change management min- plan.
- 4) With the required approvals, update the change management min-plan in the assignment plan.
- 5) At the end of each training cycle, submit a training report detailing how the training transpired.
- 6) Ensure there is consistent consultation and collaboration during the entire life of the assignment.
- 7) Ensure that piloting, data migration and deployment activities adhere to best practices.
- 8) Consolidate and incorporate reviews/feedback on the piloting, data migration and deployment mini-plan from the identified stakeholders through the established communication channels.

### **Outputs**

- 1) Deployed system that is fully functional
- 2) Updated Change Management Plan
- 3) Training Report(s)

## **Objective 7: Documentation**

It is expected that documentation will happen consistently all through the life of this assignment. It is important that all development and review of documentation is done taking into account the following:

- 1) Review various input documentation for each document to be developed.
- 2) Hold working sessions with the designated teams/persons as may be required. The contracted firm is required to seek all clarifications where necessary.
- 3) Ensure there is consistent consultation and collaboration.
- 4) Ensure that the documentation process adheres to best practices.
- 5) Consolidate and incorporate reviews/feedback from the identified stakeholders

through the established communication channels.

## **Objective 8: Support and Maintenance**

### **Inputs**

- 1) Draft Service Level Agreement (SLA)
- 2) All inputs and outputs in objectives 1 to 7 above.
- 3) Insights from project team.

### **Approach**

- 1) Review the documents under the inputs of this objective area.
- 2) Hold working sessions with the designated teams/persons as may be required. The contracted firm is required to seek all clarifications where necessary.
- 3) Implement the signed off SLA.
- 4) Provide status update every 3 months on support and maintenance activities.
- 5) Ensure there is consistent consultation and collaboration during the entire life of the assignment.
- 6) Ensure that piloting, data migration and deployment activities adhere to best practices.
- 7) Consolidate and incorporate reviews/feedback on support and maintenance from the identified stakeholders through the established communication channels.

### **Outputs**

- 1) Periodical Report.

## E. DELIVERABLES

Based on the objective and methodology detailed above, the below is a summary of key deliverables of this assignment:

1. **Work plan** – This is basically a schedule of all activities that will guide the execution of the project from inception to ultimately delivering the eLearning solution.
2. **Business Requirements Document** - will detail at high level the business process to be automated (it includes As-Is Processes, List of user expectations, gap assessment, highlighting best practices to be adopted for the technical parts of this assignment).
3. **Updated System Requirements Specifications** - will elaborate functions and features of the solution including details TO-BE Processes, general and user specific functional requirements, constraint requirements, infrastructure requirements, design principles, integration readiness assessment. Include new information and fill gaps.
4. **System Prototype** – end to end system module prototypes that gives the look and feel of the core functions of the solution.
5. **Fully tested and signed off System Modules** – functional modules that have been reviewed and approved by the users as having met their desired requirements.
6. **Source code with its documentation** – The source code, database script; as indicated the solution must be open source and non-proprietary.
7. **Test Log Matrix or equivalent** – this will be a living document that will be continuously updated and monitored based on the various module and system tests conducted.
8. **Signed-Off UAT Reports** – this will be done at the end of all modules user testing. It will be signed off once all aspects raised in the Test Log Matrix have been addressed for the respective modules.
9. **Test Report** – at the end of the tests, a summary report of the test exercises will be compiled and submitted for future reference.
10. **Functional system in test and production environments** – the actual signed-off system that meets the requirements of KEBS both in test and production environments.
11. **Training Report** – at the end of training exercise a summary of the training exercise conducted, will be compiled for future reference and will contain the details of who, where, when and how they were conducted and the outcome of the same. This document will be drafted in line with the Change management plan and will be progressively developed as trainings are conducted.
12. **Signed Off Support and Maintenance SLA (documentation and actual activities)** – This Agreement will detail the Terms and Conditions on what and how support and maintenance will be conducted during the 2 years' period from commissioning date. The document will detail all obligations of both the Contractor and KEBS. It will also have, among others, incident resolution mechanism, escalation matrix etc. The SLA will also clearly stipulate exclusions and how they should be dealt with in case of occurrence. All possible risks that may hinder 99.7% availability of the facilities will have to be documented with clear mitigation measures. Completed Support and Maintenance activities as per the SLA. These include day-to-day support as well as scheduled/on-demand maintenance activities.

## G. EVALUATION CRITERIA

Evaluation of this tender shall be done in four stages:

### (i) Preliminary stage: Mandatory Evaluation Criteria

Stage where all mandatory required documents are checked.

- 1) Submit 1 (one) Original and 1 (one) copy of the tender document
- 2) Bidding documents must be paginated. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1,2,3. . n ) w h e r e n is the last page
- 3) Submit a copy of Company 's Certificate of Registration
- 4) Incorporation/Business name
- 5) Provide copy of the Company's current KRA Tax Compliance Certificate (To be verified on the KRA TCC Checker)
- 6) Submit Valid CR 12 Form
- 7) Submit valid County Government Business Permit
- 8) Original Bid Bond of Ksh 200,000 of the tender sum and valid for 150 days from date of tender opening
- 9) Duly completed Business Questionnaire
- 10) Duly completed Anti-Corruption Declaration form signed and stamped
- 11) Duly completed non debarment form signed and stamped
- 12) Provide copies of audited accounts for the company for the two years from 2017, 2018

**Note: ALL requirements at this stage must be met to proceed to the Technical Evaluation Stage**

### (ii) Technical Evaluation stage

The technical evaluation will be based on a scoring system pro-rated out of 100%. Only proposals that score a minimum/pass score of 70% in this technical evaluation will be deemed to be **"substantially responsive"**.

Marks will be awarded according to the following matrix:

#### 1) Firm Experience (20 Points)

The firm's general experience in system development particularly in a system related to information Management system.

- a) The firm is required to have previously undertaken at least four (4) comparable assignments in terms of nature (design and functions assignment), magnitude, complexity and one assignment should be in public sector **(12 pts) each assignment 3 points.**
- b) Firms experience in system development (at least two management systems) **(8 pts) each system 4 points.**

#### 2) Team Experience (Maximum: 30 points)

The composition and competency of the team proposed should meet the requirements:

- a) The team should comprise of:

Team	Qualifications	Points
Project Manager (1 person)	Bachelor's degree and active PMP Certification	3



	5 Years' Experience in related or similar project	3
System Developers (3 People)	Bachelor's degree in Computer Science/IT/Software Development or related field <b>Each developer 2 points</b>	6
	5 Years' Experience developing web solutions and system integrations. <b>Each developer 2 points</b>	6
Application Designer/ Architect (1 person)	Bachelor's degree in computer science/IT, Web development and design or related field	3
	3 Years' experience in related or similar project	3
System Tester (1 person)	Bachelor's degree in computer science/IT, Web development and design or related field	3
	3 Years' experience and certification in system testing (preferably ISTQB or equivalent)	3

Qualification, Experience and Competencies of key staff for the assignment. Curriculum vitae for staff directly involved in the development, training and implementation is required. The CVs must have been recently signed by the owners and countersigned by the tenderer's authorized representative

### 3) Comprehensive implementation Work Plan (Include training) (Maximum: 10 points)

The deliverables as indicated in section E must be met with timelines indicated.

#### (iii) Proof of concept/Demostration and presentation (Maximum: 40 points)

The bidder will be required conduct a 45 minutes demonstration based on:

- a) One of the two listed relevant and comparable assignments to demonstrate how NQIMS shall be developed and function

**OR**

Present a prototype/demo/mock-up of the assignment (in this case the bidder is required to demonstrate a proposal of how NQIMS shall be developed and function as understood by the bidder.

- b) This is a demonstration should be a web based and a mobile base solution that demonstrate all the capabilities of the anticipated system

A bidder must score 30 marks on DEMO part to proceed to Financial Evaluation Stage

No	Criteria (the following will be assessed during the demo)	Max Score
1.	Understanding of the KEBS by demonstrating a plan on how to meet the project objectives and general walk through of the demonstrated application.	2
2.	Understanding of Assignment Requirements as detailed in the SRS.	
a.	Demonstration of implementation of Role based access control for users (Admin, HOD, Managers, Trainers and support officers) <ul style="list-style-type: none"> <li>The system should have client side on both web and mobile app to enable members to access the client area.</li> </ul>	2

	<ul style="list-style-type: none"> <li>The system should have a dashboard to view critical information at a glance for different roles.</li> </ul>	
b.	<p>Demonstration of work flow to manage training process and related activities</p> <ul style="list-style-type: none"> <li>Ability to display training courses and manage them.</li> <li>Ability to display and manage the NQI training calendar.</li> <li>Ability of the system to list all conferences, seminars, workshops and process related information.</li> <li>Ability to have the potential trainees to make training requests and do follow up to the end of the training through client side.</li> <li>Ability to list trainees and display individual related information details like frequency in training with NQI and requests.</li> <li>Ability of the system to list trainers and display profile details in terms of qualifications, areas of specialization, trainings undertaken etc.</li> <li>Ability to schedule trainings and appointment of trainers.</li> <li>Ability to capture and analyze training feedback.</li> <li>Ability to capture marks and make report for examinable courses.</li> <li>Ability to print certificates for courses attended.</li> <li>Ability of the system to create analytical and ad-hoc reports</li> </ul>	10
c.	<p>Demonstration of work flow to manage membership process and related activities</p> <ul style="list-style-type: none"> <li>The system should have client side on both web and mobile apps to enable members to access the client area.</li> <li>Ability of the system to add and update member details.</li> <li>Ability of the system to process member requests.</li> <li>Ability of the system to display member profile view.</li> <li>Ability of the system to compute and update CPD points for each member.</li> </ul>	4
d.	<p>Demonstration of work flow to manage implementation of KQA process and related activities</p> <ul style="list-style-type: none"> <li>Ability of the system to have the system contain a client side of the application that shall allow the public to apply for registration and do self-assessment as per KQA process</li> <li>Ability of the system to demonstrate management of KQA from workshops, recruitment, application, assessment, judgement, and award.</li> <li>Ability to list KQA Assessors and related information.</li> </ul>	3
e.	<p>Demonstration of research and module development process</p> <ul style="list-style-type: none"> <li>Ability of the system to capture details of research and module development process <ul style="list-style-type: none"> <li>Research plans and reports</li> <li>Stages of module development as per NQI guidelines.</li> </ul> </li> <li>Ability of the system to create a repository for training materials with access privileges.</li> </ul>	4
f.	<p>Demonstration of billing and financial management process</p> <ul style="list-style-type: none"> <li>Ability of the system to let users do training budgets and justification for expenditures.</li> <li>Ability to make quotations for clients making service requests</li> <li>Ability of the system to raise invoices to clients against LSO, acceptable commitment notes and synchronize with ACCPAC/Sage 300 system through API.</li> <li>Ability to accept payment against invoices using established rates through mobile cash payment mode and synchronize with ACCPAC/Sage 300 system through API.</li> <li>Ability of the system to capture payment details</li> </ul>	4

	g.	Demonstration on email communication <ul style="list-style-type: none"> <li>Ability of the system to create auto email reply on the client side where necessary.</li> <li>The system should be capable of sending email to an individual client or mass mail to a group of clients upon demand.</li> </ul>	2
	h.	Demonstration of system integration with other related applications <ul style="list-style-type: none"> <li>The system should demonstrate the ability to integrate with existing systems like (<b>ACCPAC/Sage 300, CRM and the website</b>)</li> <li>The system should be able to integrate with mobile cash transfer platforms like MPesa, Airtel Money etc.</li> </ul>	2
	i.	Demonstration of system overall performance <ul style="list-style-type: none"> <li>Optimal system design (light and utilizes limited CPU resources)</li> <li>Scalability (from the end user's perspective)</li> <li>Good work flow</li> <li>Good reporting system</li> </ul>	2
3.	<b>User Experience</b>		
	a.	User Interface (clean interface meeting KEBS theme)	1
	b.	Usability (intuitive)	1
4.	<b>Technology used</b>		
	a.	Web based application (and supports all major browsers), (native or responsive to mobile devices)	1
	b.	Mobile App technology	1
	c.	Use of new technology (coding language, framework and database)	1
	<b>TOTAL</b>		<b>40</b>

#### (iv) Financial Evaluation

Only proposals that score a minimum/pass score of 70% in this technical evaluation will be deemed to be “substantially responsive” to proceed to financial evaluation.



Section F: CONFIDENTIAL BUSINESS  
QUESTIONNAIRE

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.

**Part 1 General**

Business Name .....  
Location of Business Premises .....  
Plot No, Street/Road .....  
Postal address ..... Tel No. .... Fax Email .....  
Nature of Business .....  
Registration Certificate No. ....  
Maximum value of business which you can handle at any one time – Kshs.....  
Name of your bankers .....

**Part 2 (a) – Sole Proprietor**

Your name in full.....Age.....  
Nationality.....Country of Origin.....  
Citizenship details.....

**Date.....Signature of Tenderer.....**

**Part 2 (b) – Partnership**

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1. ....			
2. ....			
3. ....			
4. ....			

**Part 2 (c) – Registered Company**

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. ....			
4. ....			

## Section G. Tender Form and Price Schedules

### (i) Form of Tender

Date: \_\_\_\_\_ Tender N<sup>o</sup>: \_\_\_\_\_

To: .....

.....

*[Name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda  
Nos..... *[Insert numbers]*,

The receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and  
deliver..... *[Description of services]* In conformity with the  
said tender documents for the sum of..... *[Total tender amount in words  
and figures]*

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services  
schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to  
10 percent of the Contract Price for the due performance of the Contract, in the form  
prescribed by .....(Procuring entity).

4. We agree to abide by this Tender for a period of. .... *[number]* days from the date fixed for tender  
opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any  
time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance  
thereof and your notification of award, shall constitute a binding Contract  
between us.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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

\_\_\_\_\_  
*[In the capacity of]*

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## Section H. Tender Security Form

Whereas..... *[Name of the tenderer]*

(Hereinafter called "the tenderer") has submitted its tender dated .....*[Date of submission of tender]* for the supply of..... *[Name and/or description of the goods]*

(Hereinafter called "the Tender").....

KNOW ALL PEOPLE by these presents that WE.....

Of..... Having our registered office at

..... (Hereinafter called "the Bank"), are bound

unto..... *[Name of procuring entity]*

(Hereinafter called "the Procuring entity") in the sum of .....

For which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
  - (a) Fails or refuses to execute the Contract Form, if required; or
  - (b) Fails or refuses to furnish the performance security, in accordance with the Instructions to tenderers; We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

*[Signature of the bank]*



## Section I. Contract Form

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between.....[*name of Procurement entity*] of..... [*Country of Procurement entity*] (Hereinafter called "the Procuring entity") of the one part and..... [*Name of tenderer*] of..... [*City and country of tenderer*] (Hereinafter called "the tenderer") of the other part:

WHEREAS the Procuring entity invited tenders for certain goods, viz.,..... [*Brief description of goods*] and has accepted a tender by the tenderer for the supply of those goods in the sum of..... [*Contract price in words and figures*] (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH 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 Technical Specifications;
  - (d) The General Conditions of Contract; (e) The Special Conditions of Contract; and (f) The Procuring entity's Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the goods 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

In the presence of \_\_\_\_\_







## Section J. Performance Security Form

To:.....

*[Name of procuring entity]*

WHEREAS. .... *[Name of tenderer]*

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. ....

*[reference number of the contract]* dated \_\_\_\_\_ 20 \_\_\_\_ to

supply..... *[Description of goods]*

(Hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of..... *[Amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil 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 \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

Signature and seal of the Guarantors

\_\_\_\_\_  
*[Name of bank or financial institution]*

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

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

## Section K. Self-Declaration That the Person/Tenderer Is Not Debarred in Any Matter of Procurement as Per The PPRA ACT 2015.

I, ..... of P. O. Box ..... being a resident of

..... in the Republic of ..... do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of .....  
..... (insert name of the Company) who is a Bidder in respect of Tender No. **KEBS/T020/2019/2020: DESIGN AND DEVELOPMENT OF AN INTEGRATED INFORMATION MANAGEMENT (WEB AND MOBILE BASED SYSTEM) FOR KEBS NATIONAL QUALITY INSTITUTE (NQI) AND CERTIFICATION BODY (CB)** and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....  
(Title) (Signature) (Date)

Bidder's Official Stamp

## Section L. Self-Declaration That the Person/Tenderer Will Not Engage in Any Corrupt or Fraudulent Practices

I, ..... of P. O. Box ..... being a resident of

..... in the Republic of ..... do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of .....  
..... (insert name of the Company) who is a Bidder in respect of Tender No. **KEBS/T020/2019/2020: DESIGN AND DEVELOPMENT OF AN INTEGRATED INFORMATION MANAGEMENT (WEB AND MOBILE BASED SYSTEM) FOR KEBS NATIONAL QUALITY INSTITUTE (NQI) AND CERTIFICATION BODY (CB)** and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of the KEBS which is the procuring entity.
3. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
4. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....  
(Title) (Signature) (Date)

Bidder's Official Stamp