



# PROVISION, INSTALLATION AND COMMISSIONING OF SECURE ONLINE EXAMINATION MANAGEMENT SYSTEM

TENDER NO.  
NCK/EXM/4/2025

CLOSING DATE: 25TH APRIL 2025  
TIME: 10:00 AM

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# SECTION I - INVITATION TO TENDER

## **TENDER NO: NCK/EXM/4/2025 TENDER FOR PROVISION, INSTALLATION AND COMMISSIONING OF SECURE ONLINE EXAMINATION MANAGEMENT SYSTEM**

- 1.1 The Nursing Council of Kenya (NCK) invites sealed bids from interest eligible candidates for the provision, installation and commissioning of an online examination management system for NCK.
- 1.2 Interested candidates may obtain further information from and inspect the tender documents at the Supply Chain Office, located at NCK Plaza, Ngong Road - Kabarnet Lane, during normal working hours i.e. between 8:00am - 5:00pm on weekdays.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kshs. 1,000/= (One thousand shillings only) per set of tender document payable to Mpesa Paybill No. 222222 or the Nursing Council of Kenya bank accounts or downloaded from the Council's website ([www.nckkenya.com](http://www.nckkenya.com)) free of charge.
- 1.4 Bidders who download the tender document must arrange to register with NCK the company name, postal, physical, email and telephone address for the purposes of receiving any further tender clarifications and/or addendums if need be. Registration must be done through [info@nckkenya.go.ke](mailto:info@nckkenya.go.ke).
- 1.5 Interested bidders will be required to pay a tender bid security of Kshs. 50,000 (Kenya Shillings Fifty Thousand only) in form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya, payable to the Registrar/CEO Nursing Council of Kenya.
- 1.6 Prices quoted should be net inclusive of all taxes and delivery (where applicable) must be in Kenya Shillings and shall remain valid for a period of 120 days from the closing date of the tender.
- 1.7 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and deposited in the tender box provided on the Ground Floor, NCK Plaza and be addressed to:

THE REGISTRAR/CEO  
NURSING COUNCIL OF KENYA  
KABARNET LANE OFF NGONG ROAD  
P.O BOX 20056-00200  
NAIROBI, KENYA

so as to be received on or before 25<sup>th</sup> April 2025 at 10:00 am.

Late applications will not be allowed. Bids will be opened immediately thereafter at our boardroom at 10.30am in the presence of bidders or their representatives who wish to attend. Nursing Council reserves the rights to accept or reject any or all applications and is not obliged to assign reasons for its decision thereof.

Deputy Director, Supply Chain

**FOR REGISTRAR/CEO**

## SECTION II – INSTRUCTION TO TENDERERS

### 2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 33 the Public Procurement and Disposal 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 goods 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 Eligible Goods

- 2.2.1 All goods to be provided under the contract shall have their origin in eligible source countries.

### 2.3 Cost of Tendering

- 2.3.1 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.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs 1,000.00.
- 2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### 2.4. Contents of Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenderers.
  - i. Invitation to Tender
  - ii. Instructions to Tenderers

- iii. General Conditions of Contract
- iv. Special Conditions of Contract
- v. Schedule of requirements
- vi. Technical Specifications
- vii. Tender Form and Price Schedules
- viii. Tender Security Form
- ix. Contract Form
- x. Performance Security Form
- xi. Bank Guarantee for Advance Payment Form
- xii. Manufacturer's Authorization Form
- xiii. Confidential Business Questionnaire Form
- xiv. Self-Declaration on Debarment
- xv. Anti-Corruption Declaration
- xvi. Bank Details Form
- xvii. Request for Review Form
- xviii. Bid/Tender Declaration Form

2.4.2 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.

## **2.5 Clarification of Tender Documents**

- 2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post 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 not 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 that have received the tender document.
- 2.5.2 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.

## **2.6 Amendment of Tender Documents**

- 2.6.1 At any time prior to the deadline for submission of tender, 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.

- 2.6.2 All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 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.

## **2.7 Language of Tender**

- 2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that 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.

## **2.8 Documents Comprising the Tender**

- 2.8.1 The tender prepared by the tenderers shall comprise the following components;
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
  - (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) documentary evidence established in accordance with paragraph 2.12 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents;
  - (d) tender security furnished in accordance with paragraph 2.13; and
  - (e) Confidential Business Questionnaire

## **2.9 Tender Form**

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

## **2.10 Tender Prices**

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.
- 2.10.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.



- 2.10.3 Prices quoted by the tender shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.
- 2.10.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.10.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.10.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.11 Tender Currencies**

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

## **2.12 Tenderers Eligibility and Qualifications**

- 2.12.1 Pursuant to paragraph 2.1. the tenderers 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.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.2.
- 2.12.3 The documentary evidence of the tenders' qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction;
  - (a) that, in the case of a tenderer offering to supply software under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the manufacturer or producer to supply the same; and
  - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract.

## **2.13 Tender Security**

- 2.13.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.13.2 The tender security shall be in the amount not exceeding 2 percent of the tender price.
- 2.13.3 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 2.13.7

- 2.13.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, 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.
- 2.13.5 Any tender not secured in accordance with paragraph 2.13.1 and 2.13.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.21.
- 2.13.6 Unsuccessful Tenderer's tender 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.
- 2.13.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26 and furnishing the performance security, pursuant to paragraph 2.27
- 2.13.8 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 2.26 or
    - ii. to furnish performance security in accordance with paragraph 2.27
  - (c) If the tenderer rejects correction of an arithmetic error in the tender.

## **2.14 Validity of Tenders**

- 2.14.1 Tenderers shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.19. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.14.2 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 2.13 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.

## **2.15 Format and Signing of Tender**

- 2.15.1 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.

2.15.2 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 an amended printed literature, shall be initialled by the person or persons signing the tender.

2.15.3 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.

## **2.16 Sealing and Marking of Tenders**

2.16.1 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 25<sup>th</sup> April, 2025 at 10.00AM.”**

2.16.2 The tender must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any tender received after the closing time for submission of proposals shall be returned to the respective Tenderer unopened.

2.16.3 If the outer envelope is not sealed and marked as required by paragraph 2.16.1, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.17 Deadline for Submission of Tenders**

2.17.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.20.1 not later than 25<sup>th</sup> April 2025 at 10:00 am

2.17.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.2 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.

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

## **2.18 Modification and Withdrawal of Tenders**

2.18.1 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 tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.18.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.16. A withdrawal notice may also be sent by email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.18.4 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 2.13.8.

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

2.18.6 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.

## **2.19 Opening of Tenders**

2.19.1 The Procuring entity will open all tenders in the presence of Tenderers' representatives who choose to attend, on 25<sup>th</sup> April 2025 at 10.30 AM and in the following location.

Nursing Council of Kenya (NCK) Plaza  
Kabarnet Lane off Ngong Road  
P. O. Box 20056 – 00200  
NAIROBI (KENYA)

The tenderers' representatives who are present shall sign a tender opening register evidencing their attendance.

2.19.2 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.

2.19.3 The Procuring entity will prepare minutes of the tender opening.

## **2.20 Clarification of Tenders**

2.20.1 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 of the tender shall be sought, offered, or permitted.

- 2.20.2 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.

## **2.21 Preliminary Examination and Responsiveness**

- 2.21.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.21.2 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.
- 2.21.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.21.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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.
- 2.21.5 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 non-conformity.

## **2.22 Conversion to Single Currency**

- 2.22.1 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.

## **2.23 Evaluation and Comparison of Tenders**

2.23.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.21.

2.23.2 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.

2.23.3 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 2.23.4 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;

2.23.4 Pursuant to paragraph 2.23.3 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 nonresponsive 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.

2.23.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.23.6 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; and
- (d) Shall not be debarred from participating in public procurement.

2.23.7 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.23.8 Preference where allowed in the evaluation of tenders shall not exceed 15%.

## **2.24 Contacting the Procuring Entity**

- 2.24.1 Subject to paragraph 2.20 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.24.2 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 Tenderer's tender.

## **2.25 Award of Contract**

### **(a) Post-Qualification**

- 2.25.1 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.
- 2.25.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.25.3 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**

- 2.25.4 The Procuring entity will award the contract to the successful tenderer(s) 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.
- 2.25.5 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.

**(c) Procuring Entity's Right to Accept or Reject Any or All Tenders**

- 2.25.6 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 tenderer of the grounds for the procuring entity's action.
- 2.25.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.25.8 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.
- 2.25.9 A tenderer who gives false information in the tender document about is 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.

**2.26 Notification of Award**

- 2.26.1 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.
- 2.26.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.
- 2.26.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will simultaneously inform the other tenderers that this tenders have not been successful.

**2.27 Signing of Contract**

- 2.27.1 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.
- 2.27.2 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.
- 2.27.3 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.

**2.28 Performance Security**

- 2.28.1 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.

- 2.28.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.29 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 Candidate or call for new tenders.

## **2.29 Corrupt or Fraudulent Practices**

- 2.29.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.
- 2.29.2 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.
- 2.29.3 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 regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
Paragraph 2.1.1	All tenderers who meet requirements as Indicated in the tender document
Paragraph 2.1.4	Bidders must sign and submit an Anti-Corruption Declaration Form
Paragraph 2.3.2	The cost of purchasing the tender is Kshs <b>1,000 for printed document</b>
Paragraph 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 to be enclosed in the <b>Financial Proposal Envelope</b> .
Paragraph 2.10	The Total price <b>for provision installation and commission of secure online examination management software</b> should be inclusive of taxes, all charges, licensing fees, installation, testing, commissioning and maintenance of the software
Paragraph 2.11	All prices quoted should be in Kenya Shillings.
Paragraph 2.13	Original Bid Security of Kshs. 50,000 in form of a bank guarantee or such insurance guarantee approved by the Authority or Letter of credit.
Paragraph 2.14	The tender validity is 120 days from the date of submission of the tenders
Paragraph 2.15	<ul style="list-style-type: none"> <li>Bidders must submit a letter for a power of attorney authoring their designated person in the to sign and commit the bidder to the tender</li> <li>The original technical proposal and the Financial Proposal; shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder themselves. The person who signed the proposal must initial such corrections.</li> <li>An authorized representative of the bidder shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.</li> <li>The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Tender Number and the item description and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and tender, and be clearly marked "DO NOT OPEN BEFORE 25<sup>th</sup> April, 2025 at 10.00AM.]"</li> <li>The Procuring entity shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as</li> </ul>

	<p>stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.</p>
<b>Paragraph 2.17.2</b>	<p>Bidders shall provide 1 ORIGINAL, 1 COPY TECHNICAL PROPOSAL and 1 ORIGINAL, 1 COPY FINANCIAL PROPOSAL. The Technical and Financial proposals shall be in separate envelopes</p>
<b>Paragraph 2.23</b>	<p>The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the preliminary evaluation, mandatory requirements, manufacturer authorization, required client reference sites with similar assignments undertaken, verification of reference sites and responsiveness to the technical specification applying the evaluation criteria, sub criteria, and point system specified in the bidding document. Each responsive tender will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the tender and mandatory requirements, or if it fails to achieve the minimum technical score of 80%.</p> <p>FORMULA; TECHNICAL AND FINANCIAL</p> <ul style="list-style-type: none"> <li>• The formulae for determining the Financial Score (Sf) shall, unless an alternative formula is indicated in the Appendix “ITC”, be as follows: -</li> </ul> <p><math>Sf = 100 \times \frac{Fm}{F}</math> where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P= the weight given to the Financial Proposal; T + p = 1) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - <math>S = St \times T\% + So \times P\%</math>. The firm achieving the highest combined technical and financial score will be invited for negotiations.</p> <ul style="list-style-type: none"> <li>• Technical Score will constitute 70% of the overall score Financial Score will constitute 30% of the overall score</li> </ul>
<b>Paragraph 2.28</b>	<p>2% of the awarded sum as performance security</p>

## SECTION III - GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

3.1.1 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 purchasing the Services under this Contract.
- (e) “The Tenderer” means the individual or firm providing the Services under this Contract.

### 3.2 Application

3.2.1 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 standards mentioned in the Schedule of requirements.

### 3.4 Patent Right's

3.4.1 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.

### 3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of CA in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

### 3.6 Performance Security

3.6.1 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 the Special Conditions of Contract.

### **3.9 Prices**

3.9.1 Prices charged by the Tenderer for services performed under the Contract shall not, with the exception of any Price adjustments authorized in Special Conditions of Contract, 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**

3.10.1 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.

### **3.11 Termination for Default**

3.11.1 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.

3.11.2 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**

3.12.1 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**

3.14.1 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.

3.14.2 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 Special Conditions of Contract.

### **3.15 Governing Language**

3.15.1 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**

3.16.1 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**

3.17.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the Special Conditions of Contract.

### **3.18 Notices**

3.18.1 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 Special Conditions of Contract.

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special Conditions of Contract shall supplement the general conditions of contract, wherever there is a conflict between the General Conditions of Contract and the Special Conditions of Contract, the provisions of the Special Conditions of Contract herein shall prevail over those in the General Conditions of Contract.

4.2 Special Conditions of Contract with reference to the General Conditions of Contract.

General conditions of contract reference	Special conditions of contract
3.6	Performance security equivalent to 2% of tender sum required
3.6.3	A bank guarantee, such insurance guarantee as approved by the PPRA or Letter of credit.
3.8	30 days after submission of invoice for verified milestone
3.9	No price adjustments allowed
3.14	In case of a dispute between the tenderer and the Procuring entity, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per provisions of the Arbitration Act of 1995 before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the chartered institute of Arbitrators Kenya branch and any award given shall be final
3.17	Laws of Kenya
3.18	Registrar/CEO Nursing Council of Kenya P.O Box 20056-00200 Nairobi



## SECTION V – SCHEDULE OF REQUIREMENTS

### Stage 1- Preliminary Evaluation Criteria - Mandatory

Tenderers **MUST** meet the following **mandatory** requirements before being considered for the detailed Technical Evaluation: -

No.	Requirements	Yes/ No.
1.	Copy of Certificate of Incorporation/Registration	
2.	Copy of Valid Tax compliance Certificate	
3.	Power of Attorney (Letter authorizing the person to sign and commit the organization to the tender)	
4.	Dully filled, signed and stamped form of tender (in the Financial Proposal).	
5.	Dully filled, signed and stamped confidential business questionnaire	
6.	Original Tender security of Kshs 50,000.00 in form of unconditional bank guarantee from a reputable bank or insurance guarantee in Kenya valid up to 120 days from the date of opening of the tender.	
7.	Dully filled, signed and stamped self-declaration on debarment duly executed	
8.	Dully filled, signed and stamped anti-corruption declaration commitment/pledge duly executed	
10	Copy of certification/authorization from the manufacturer or distributor to do business as an authorized vendor for the proposed secure online examination management system.	
11.	Company profile and organization structure and names of directors	
12.	Attached Audited Accounts for the latest two years (2023 and 2024)	
13.	Must provide a copy of certification/authorization from the manufacturer or distributor to do business as an authorized vendor for the proposed Secure Online Examination Management System.	
14.	Must provide one original and one copy of the Tender which MUST be sequentially Paginated/serialized/Numbered on all pages including all attachments and the same indicated in the table of contents	

## Stage 2- Conformity to specifications

This will be done to check the bidder's level of conformity to specifications.

- i. The bidder must provide a solution illustrating their technical proposal that must include the Application modules, solution structure and underlying infrastructure.
- ii. Bidders who do not conform to specifications shall be considered to be non-responsive and shall be rejected at this stage.
- iii. The bidder must provide relevant evidence of deployment of the requisite software engineers/technical staff with the necessary qualifications with the attendant CVs, employment contracts as commitment to the resultant contract.

	<b>Mandatory Technical Requirements for the Online Examination Management System</b>	<b>Yes/No</b>
1.	Web based (Internet Browser) system access	
2.	Software support integration with other software via API	
3.	Software can support at least 5000 concurrent users	
4.	Software supports various examination types:	
	▪ Multiple Choice Questions	
	▪ Short Written Answers	
	▪ Essay Questions	
	▪ Extended Matching Questions	
	▪ OSCE	
	▪ Hotspot	
5.	Solution has been successfully implemented for medical examinations	
6.	Demonstrates extensive capability in data storage management	
7.	Satisfactory responses to <b>Technical Responsiveness Checklist</b>	
	<b>Bidders Responsiveness</b>	

**Bidders have to meet all the mandatory requirements to proceed for Technical Evaluation.**

### **TECHNICAL EVALUATION**

*Score of at least 80% required*

	<b>Requirement</b>	<b>Scores</b>
a)	<b>Specific experience of the service provider relevant to the assignment</b> a) Similar Systems implemented in the last 5 years (4 marks each) (Provide proof of experience by filling in the format provided) (Also attach LSO/ Contract)	<b>20</b>
b)	Attach recommendation letters in clients letter head – (3 marks each upto a maximum of 15 marks)	<b>15</b>

	Requirement	Scores
c)	Appropriateness of the methodology and work schedule and the completeness of the description of the same in relation to the TORs, a) Technical approach and methodology (6 marks) b) Bidders additional suggestions & proposals on the TORs (4 marks) c) Organization and Staffing (4 marks) d) Understanding & conformity to the TOR (5 marks)	20
d)	Submit proof of experience in the last five (5) years in the following areas. i) Information Management Systems development, (2 marks) ii) Information Security, (2 marks) iii) Cloud Computing, (2 marks) iv) Back up and Audit Trail (2 marks) v) Data Migration (1 marks) (Attach Documentary Evidence)	9
e)	<b>Key professional staff qualifications and competence for the assignment</b> <b>Team Leader;</b> a) Have 5 years' experience in Systems installations, (Attach CV in format provided) (prorate 2 marks for each year upto a maximum of 5 years)	10
	b) <b>Experience of the Two (2) other staff</b> (Attach CVs in format provided) Demonstrate relevant experience in similar Systems installations. (1 mark for each staff for each year upto a maximum of 4 years for the two staff)	8
f)	<b>Education Qualification</b> (Attach copies of certificates) <b>Team Leader:</b> Bachelor's Degree in ICT or related field from a recognized university with experience in design of learning management systems or assessments and testing	4
	<b>Two Other Technical Staff:</b> (Attach copies of certificates) Degree or Diploma in Education or related field with experience in design of learning management systems or assessments and testing (3 marks each)	4
g)	<b>Financial capability: (2020, 2021)</b> Liquidity ratio for the latest 2 years (attach documentary evidence) <ul style="list-style-type: none"> <li>Over 2:1 ratio – 3 points each</li> <li>2:1 ratio Max – 2 points each</li> <li>1: 1 ratio Max – 1 points each</li> <li>Less – 0 point</li> </ul>	6
h)	<b>Compliance with Data Protection Act</b> Attach Organizational Data Protection Policy or proof of compliance with the Data Protection Act	4
	<b>Total points</b>	<b>100</b>

Bidders who are successful in the technical evaluation shall invited to demonstrate Proof of Concept (POC). The POC will be used to determine how the solution complies with system requirements.

### **NB: Demonstration/POC**

Compliant bidders will be requested to make a presentation of their proposal for clarification only. No alteration of the Bidder's submission will be permitted. Notification will be given to qualified bidders as to the time and place. The presentation shall be at the expense of the bidder.

### **FINANCIAL EVALUATION**

Only bidders that attain 80% and above in technical evaluation shall qualify to the final stage of the financial evaluation.

The tenderers shall complete Price Schedule furnished separate Financial Proposal Envelop as required indicating the services to be performed and the costing per module.

The financial evaluation will involve checking:

- a) whether the quotation is as per requirements in the tender documents
- b) whether all Taxes have been included
- c) that the bidder has costed all items as per specifications
- d) unit cost and total cost
- e) validity of the tender
- f) terms of payment; and
- g) sample of Service Level Agreement and the attendant costing submitted by the bidder

The financial proposal will be awarded will be awarded proportionate points as per the following formula

$$\frac{\text{Lowest cost} \times 100}{\text{Proposal cost}}$$

The bidder with the highest overall combined technical and financial score shall be considered and recommended for award.

### **Stage 3- Client Reference sites**

Bidders who conform to specifications shall be assessed on the client's reference sites. *Bidders must have the required operational client sites employing a similar solution as per specifications provided in the tender documents.* The sites must be from different clients and tenderers must submit **client reference sites duly** filled and signed plus other supporting documents such as; Local Service Order/Contract/Service Level Agreement (SLAs) and Completion Certificates.

## SECTION VI – TERMS OF REFERENCE

### Introduction

The Nursing Council of Kenya (NCK) is a statutory body established by the Nurses and Midwives Act Cap 257 of the Laws of Kenya to ensure the delivery of safe and effective nursing care to the public through quality education and best practice. It is the only professional regulatory body for all cadres of nursing and midwifery in Kenya.

The core mandate of the Council is to regulate standards of nursing and midwifery education and practice. To achieve this broad mandate, the Council performs the functions hereunder as stipulated under Section 9 of the Nurses and Midwives Act.

- a) To establish and improve standards of all branches of the nursing profession in all their aspects and to safeguard the interests of all nurses;
- b) To establish and improve the standards of professional nursing and of health care within the community;
- c) With the approval of the Cabinet Secretary, to make provision for the training and instruction for persons seeking registration or enrolment under this Act;
- d) With the approval of the Cabinet Secretary, to prescribe and regulate syllabuses of instruction and courses of training for persons seeking registration or enrolment under this Act;
- e) To recommend to the Cabinet Secretary institutions to be approved for training of persons seeking registration or enrolment under this Act;
- f) With the approval of the Cabinet Secretary, to prescribe and conduct examinations for persons seeking registration or enrolment under this Act;
- g) To prescribe badges, insignia or uniforms to be worn by persons registered, enrolled or licensed under this Act;
- h) To have regard to the conduct of persons registered, enrolled or licensed under this Act, and to take such disciplinary measures as may be necessary to maintain a proper standard of conduct among such persons;
- i) To have regard to the standards of nursing care, qualified staff, facilities, conditions and environment of health institutions, and to take such disciplinary or appropriate measures as may be necessary to maintain a proper standard of nursing care in health institutions;
- j) To direct and supervise the compilation and maintenance of registers, rolls and records required to be kept under sections 12, 14 and 16;
- k) To advise the Cabinet Secretary on any matter falling within the scope of this Act.

### Objective of the Assignment

The Council is responsible for ensuring that all nurses and midwives within its jurisdiction meet an acceptable level of competence before they begin to practice.

As part of its mandate, the NCK prepares and administers the national licensure examinations having determined the applicants' eligibility to write the exam by evaluating their conduct, academic and practical progress at the training school.

The licensure examination is administered through regional examination centers and is carried out in three (3) cycles every year. It consists of individual papers examining specific competencies expected of nurses and midwives practicing within that capacity and is administered over the course of two hours. The papers may comprise of multiple-choice questions, short answer questions and long answer questions where the candidate is expected to respond to brief health-care scenarios. Estimated number of candidates per cycle is between 3000 and 4500.

Eligible candidates are submitted to the Council through the Council's Online Services Portal (OSP). Candidate management, exam preparation, delivery, administration, marking processes, compilation of results, analyses and their release have been carried out online.

The Council intends to leverage on the advancement in technology to deploy a state of the art solutions to manage examination processes and is seeking bids from competent bidders to provide a cloud-based examination management solution in line with the established internal processes.

Prospective bidders are requested to propose the best and most cost-effective solution to meet NCK requirements, while ensuring quality of service. In addition, the solution should be scalable to accommodate the current and envisioned future growth of the Council.

## **Deliverables**

- a) Inception Report giving a detailed understanding of the assignment
- b) Project charter
- c) A detailed work plan with the resource requirements schedule
- d) Risk management report
- e) Functional Requirements Design
- f) Weekly status reports
- g) Training of administrators and end users
- h) Installed and commissioned secure online examination management system
- i) Installed and configured supporting hardware and software systems as applicable.
- j) Final project report
- k) Warranty of 1 year for software
- l) Service level agreement (SLA)

## **Maintenance and Support**

Following the successful completion of the project, the vendor is required to provide the following support information regarding technical support and other vendor services.

- a) Materials describing the process for reporting a system failure in any of the components of the proposed system.
- b) The methods available for contacting tech support (phone, email, website, etc.) including escalation procedures.
- c) Standard warranty and maintenance for each of the components proposed.
- d) Upgrade path for the software and any annual support fee for the software.

## **Technology**

The bidder must define the technology platform(s) to be used to fully deliver their proposed solution.

This should include:

- a) The proposed components of the system (Names and versions)
- b) The application development environment.
- c) The database proposed.
- d) Operating system proposed.
- e) Client or end-user operating systems supported
- f) Network environment(s) supported.

## **Warranty/ SLA**

Documentation or a clear statement of undertaking, committing the bidder to provide the warranty, must be included in the proposal. Bidders must include a sample Warranty agreement and SLA that describes the warranty terms and conditions. During warranty period, the contractor will be required to work after hours to fix problems that would negatively impact normal operations of the System.

## **Technical Responsiveness Checklist**

A clause-by-clause commentary on the Technical Specifications demonstrating substantial responsiveness of the service to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications is required. A YES/NO is not sufficient response.

### **Note to Bidders:**

The following Checklist is provided to help the Bidder organize and consistently present its Technical Bid. For each of the following Technical Requirements, the Bidder must describe how its Technical Bid responds to the requirements.

In addition, the Bidder must provide cross references to the relevant supporting information, if any, included in the bid. The cross reference should identify the relevant document(s) and page number(s). The cross reference should be indicated in the column “DETAILED DESCRIPTION”.

The Technical Responsiveness Checklist does not supersede the rest of the Technical Requirements (or any other part of the Bidding Documents). If a requirement is not

mentioned in the Checklist that does not relieve the Bidder from the responsibility of including supporting evidence of compliance with the other requirement in its Technical Bid. Yes," "No," "Will comply," etc. are normally not sufficient to confirm technical responsiveness with Technical Requirements.

Bidders shall use the following options to indicate the "DEGREE OF SUPPORT OF COMPLIANCE" their solution provides for each of items listed in this section:

1. FS - (Fully Supported) the application fully supports the requirement without any modifications.
2. PS - (Partially Supported) the application supports the requirement with use of a workaround.
3. CR (Customization required) the application will be customized to meet the requirement(s).
4. NS - (Not Supported) the system is not capable of supporting the requirement and cannot be modified to accommodate the requirement.

Where customizations are required, clearly and comprehensively indicate the plan, design and/or approach to be undertaken to achieve the requirements.



No	Specification	Minimum Requirement	Compliance (FS/PS/CR/NS)	Bidder's Response
1	<b>Security &amp; Infrastructure</b>			
	Password encryption	All passwords must be encrypted using a minimum of AES256 Bit encryption.		
	Controlled Access	User roles & privileges to control what users can view/modify/delete		
	Cloud Based	Must be a Web Based service accessible over the internet		
		The system must be hosted and allow access over the internet on 24x 7 basis from anywhere in the world.		
	Redundancy & Backup	The system should be hosted in at least 2 separate locations which are being backed up daily and with the second being an automatic remote site failover.		
	Security Protocols	System must provide secure protocols such as HTTPS/TLS to access the site		
	Availability	<p>The solution provider must be willing to provide a Service Level Agreement committing to the following: -</p> <ul style="list-style-type: none"> <li>• Give 99.99% and above availability assurance.</li> <li>• Data backup is the responsibility of supplier as the solution is on cloud</li> </ul>		

No	Specification	Minimum Requirement	Compliance (FS/PS/CR/NS)	Bidder's Response
		<ul style="list-style-type: none"> <li>The provider must have support matrix for the system and assure less than 3 hours call to fix times</li> </ul>		
	Accessibility	Users should be able to access all modules of the system using a PC, Laptop, iPad, Android Tablet, Smart phone with a browser and an internet connection.		
	Administration	System should provide an administration module so the custodian of the system can add/suspend users, give access rights and privileges to different users and setup basic system setups i.e. The system should have an Admin portal and user portal.		
		The system must support multiple users logged in. (indicate No. of concurrent users and active candidates allowed at one time)		
		User training available		
<b>2</b>	<b>Question Bank</b>			
	Creation of exam bank	Exam question construction, by either typing or importing readymade questions from other formats and databases.		

No	Specification	Minimum Requirement	Compliance (FS/PS/CR/NS)	Bidder's Response
		(elaborate/demonstrate types of questions supported)		
		Capacity to capture domains of learning, author, source, keyword(s), level of difficulty, and standard score of each question stored in the bank		
		Ability to classify exam questions according to year, course, test type and individual program structures as may be required		
		Security protocol that maintains a log for all activities (log on, input of data, scoring, blueprinting etc.) to enable a logical audit trail of examination administration activities		
		Role based security access to manage user activities		
<b>3</b>	<b>Examination paper configuration</b>			
	Blueprinting	Creation of blueprints to assess expected competencies and link questions that measure different levels of the cognitive process		
	Assembly	Ability to assemble tests for multiple programmes		
		Supports random question selection		

No	Specification	Minimum Requirement	Compliance (FS/PS/CR/NS)	Bidder's Response
		based on set parameters		
	Timing and Scoring	Ability to provide time allocated and scoring for each question (marking key) including partial and negative scores		
	Exam scheduling & management	Ability to manage exam preparation, publishing and classification by completion status		
		Management of candidates, scheduling of candidates and assigning exam access dates and time for multiple programmes		
	Previewing	Software should provide for previewing of exams before publishing		
<b>4</b>	<b>Exam Administration</b>			
	Login Screen	Software has as exam welcome screen with ability to set information to be displayed.		
	Exam protection	Candidate username and password to enter and exit an exam process		
		Capabilities to enforce lockdown to ensure that candidates cannot navigate away nor open another application, window, browser, and tab during exams.		
	Date and time restrictions	System provides a timer that automatically allows access to the exam and ends the exam within the		

No	Specification	Minimum Requirement	Compliance (FS/PS/CR/NS)	Bidder's Response
		prescribed period (including timing of individual questions)		
	Live monitoring and audit trails	Real-time tracking/monitoring during exam and audit trail for each candidate's activities including disruptions		
	Randomization	System should allow for questions <u>and</u> answers to be sorted/shuffled randomly for each candidate taking the exam.		
	Navigation	System should have feature to allow/disallow navigation within the exam between questions and pages		
	Proctoring	Supports AI candidate authentication and live video and audio surveillance methods. Exam recordings live during the exam and archiving for access after the exams.		
	Feedback	Allows candidates to provide feedback per question and on the overall paper		
<b>5</b>	<b>Post Examination</b>			
	Grading	System should allow for automatic grading based on the marking key once the exam is completed		
		Should allow for authorized users to grade examinations where this is required		

No	Specification	Minimum Requirement	Compliance (FS/PS/CR/NS)	Bidder's Response
		System provides an option to automatically display exam results or withhold release of results		
	Reports	Robust and detailed predefined and adhoc examination reports and analyses (expound on the reports available from the system)		
		Export exam results in various formats		
	Resits	No of resits (times that a candidate can participate in an exam) can be specified on the system		
	<b>Bidder should provide system exclusions, expound on areas that require human intervention and any other added benefits/features</b>			

## Scope of Work

The scope of work includes:

- i. The supply and configuration of a secure online examination management system with all the functionalities identified.
- ii. Setup of necessary IT security measures and protocols for the secure online examination management system.
- iii. Supply and installation/setup of the appropriate client software, licenses and kits.
- iv. Input and categorization of the existing exam questions in various formats as seed data for the NCK examination question bank
- v. Training events for users as per NCK requirements per exam cycle: NCK staff, moderators, graders, candidates and system administrators.
- vi. Customization of the exam management system in line with NCK requirements.
- vii. Proposal must include cloud hosting with unlimited data storage and bandwidth for the contract period.
- viii. Provision of Service Level Agreement after successful commissioning (go-live) of system.
- ix. Provision of technical support to include 3 examination cycles after go live.
- x. Preparation and timely submission of project reports.

## **Bidder Qualification Requirements**

The vendor must have been in operation as a supplier and installer of the proposed secure online examination management system for a minimum period of Five (5) years.

The bidder must demonstrate thorough knowledge on the business processes i.e. the bidder has implemented and supported a secure online examination management system in any institution with similar business processes as the Nursing Council of Kenya.

The bidder must provide a copy of certification/authorization from the manufacturer or distributor to do business as an authorized vendor for the proposed secure online examination management system.

The bidder must submit at least ten (10) sites where the proposed secure online examination management system has been implemented.

Demonstrate experience and capability in data storage management.

Technical specialists with at least five (5) years' experience installing and configuring secure online examination management system. The specialists should have the relevant certificates that indicate skills and training in installing, configuring and commissioning a secure online examination management system of the nature proposed.

The bidder must provide a written statement on security of the system, declaring any past or existing vulnerability experienced in the system and any known breaches to date.

## **Duration for the Assignment**

It is envisaged that the entire setup duration will be a maximum of 1 month. However, bidders are encouraged to propose a lesser duration as may be practically possible while meeting all the requirements of the Terms of Reference.

## **Administrative and Reporting Framework**

The approved vendor will be responsible to the Registrar/CEO NCK, through the appointed Project Manager on all matters of the project. The vendor will work closely with the NCK technical and IT staff.

### Responsibilities of the NCK

The NCK will provide the following inputs:

- i. Relevant reference material
- ii. Facilitate access to the NCK regulations and other necessary documents.

- iii. Facilitate access to appropriate NCK and stakeholder officers.
- iv. Meetings with relevant institutions as and when required.
- v. Working area for project consultants

## Deliverables

- i. Project initiation Stage
- ii. System Configuration Stage
- iii. Training Stage
- iv. User Testing and Go Live Stage

## Terms of Payment

The terms of payments to the bidder will be as follows:

- i. The payment will be made in Kenya Shillings or currency of tender.
- ii. Payments shall be tied to deliverables as per below schedule.
- iii. Key payment terms should be included in the financial proposal
- iv. Be made according to the conditions of contract.

	Description	Amount
<b>1. Implementation Cost</b>		
	1.1. Submission of an inception report.	
	1.2. Completion of installation/setup of the secure online examination management system.	
	1.3. Training of end users and system administrators	
	1.4. Commissioning of the secure online examination management system	
<b>2. Licensing Cost</b>		
<b>3. Cloud Hosting Cost (and other itemized infrastructural costs)</b>		
<b>4. Annual Maintenance Cost</b>		

## Methodology

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

## Technology Transfer

As part of the implementation process, it is the requirement of NCK that its existing information systems personnel be given significant expertise in both the technology used by



the application as well as the inner workings of the application itself. It is our requirement that you identify the steps involved in getting our IT personnel familiar with all aspects of the application.

## **Technology**

The bidder must define the technology platform(s) to be used to fully deliver their proposed solution.

## **Training**

NCK attaches great importance to the training of its staff at different levels including system support, database administration, operational personnel and end users.

The vendor of the solution will be required to provide training as an essential part of the contract. The supplier will conduct training using the most efficient and effective techniques and use qualified personnel.

Training for the system administrators must be instructor-led.

Training for end users will be on-site and scheduled according to the user roles.

The bidder should include the training program and cost in detail for NCK to assess its adequacy.

## **Service Level Agreement**

Demonstrate capability to offer post commissioning support services on Service Level Agreement within Kenya, for entire contract period after date of commissioning of the system.

Documentation or a clear statement of undertaking, committing the bidder to provide the Service Level Agreement, must be included in the proposal.

Bidders must include a sample Service Level Agreement that describes the Service Level Agreement terms and conditions. During Service Level Agreement period, the contractor will be required to work after hours to fix problems that would negatively impact normal operations of the Council.

## SECTION VII - STANDARD FORMS

1. Form of tender
2. Confidential Questionnaire form
3. Tender Security Form
4. Contract Form
5. Performance Security Form
6. Bank Guarantee for Advance Payment
7. Letter of Notification of Award
8. FORM RB 1
9. FORM RB 62 – Self Declaration Forms
10. Bank Details Form
11. Tender Securing Declaration
12. Service Provider's Organization and Experience
13. Service Provider's Experience
14. Comments and Suggestions on the Terms of Reference
15. Team Composition and Task Assignments

## FORM OF TENDER

Date \_\_\_\_\_ Tender  
No. \_\_\_\_\_

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. [insert numbers] the of which is hereby duly acknowledged, we, the undersigned, offer to provide. ....

.....[description of services] in conformity with the said tender documents for the sum of .....

.....  
[total tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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 tender guarantee in a sum equivalent to \_\_\_\_\_ 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023  
[signature] [In the capacity of]

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

## 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 .....			
Business Premises .....		Location of 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.....			
.....			
Branch.....			
Part 2 (a) – Sole Proprietor			
Your name in full.....			
Age.....			
Nationality.....			
Country of Origin.....			
Citizenship details .....			
.....			
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. ....	.....	.....	.....
Date.....			
Signature of Candidate.....			

## TENDER SECURITY FORM

(On official letterhead)

Whereas ..... [name of the tenderer]

(hereinafter called "the tenderer") has submitted its tender dated ..... [date of submission of tender] for ..... [name and/or description of the service]

(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 \_\_\_\_\_ 20 \_\_\_\_\_

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 tender 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]

## 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 services] 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;
  - (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 the defects therein in conformity in all respects with the provisions of this Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions 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 \_\_\_\_\_  
(for the Procuring entity)

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

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

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

## 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 \_\_\_\_\_ to supply ..... [description of tender] (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 figure] 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 you 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 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_

[name of bank or financial institution]

\_\_\_\_\_

[address]

[date]

(Amend accordingly if provided by Insurance Company)

## BANK GUARANTEE FOR ADVANCE PAYMENT

To .....  
[name of Procuring entity]

[name of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ..... [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract an amount of ..... [amount of guarantee in figures and words].

We, the ..... [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ..... [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ..... [date].

Yours truly,

Signature and seal of the Guarantors

---

[name of bank or financial institution]

[address]

---

[date]



## LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

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

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**FORM RB 1**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20..... BETWEEN

.....APPLICANT AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the... day of .....20.....in the matter of Tender No..... of  
.....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address:

Physical address.....Fax No..... Tel. No.....Email ....., hereby request the  
Public

Procurement Administrative Review Board to review the whole/part of the above mentioned  
decision on the following grounds , namely:-

- 1.
2. etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
2. etc

SIGNED .....(Applicant)

Dated on.....day of ...../... 20...

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of  
.....20.....

SIGNED  
Board Secretary

**SELF DECLARATION FORMS (r 62) MANDATORY**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) FORM SD1**

**SELF-DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF  
THE PUBLIC PROCUREMENT AND ASSET DISPOSAL 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 Company Secretary/ Chief Executive/Managing  
Director/Principal Officer/Director of .....  
..... (insert name of the Company) who is a Bidder in  
respect of Tender No. .... for .....(insert tender  
title/description) for .....( insert name of the Procuring entity)  
and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and 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 Official Stamp

**SELF DECLARATION FORMS (r 62)**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**SELF-DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

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.** ..... for .....(insert tender title/description) for ..... (insert name of the Procuring entity) 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 ..... (insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....

(Title)

(Signature)

(Date) Bidder's Official Stamp

**BANK DETAILS FORM- MANDATORY**

*Provide the following bank details for electronic transfer purposes*

*Name of the Bidder:.....*

*Bank Name*  
*:.....*

*Bank branch name*  
*.....*

*Bank code*  
*:.....*

*Bank account*  
*:.....*

*PIN Number*  
*:.....*

*VAT Number*  
*:.....*

*Bank signatory(s)*  
*:.....*

*.....*

## TENDER-SECURING DECLARATION FORM- MANDATORY (R.22)

[The Bidder shall complete in this Form in accordance with the instructions indicated]

Date: ----- of Bid Submission] Tender No. ----- To: Name of

Procuring Entity-----

We, the undersigned, declare that:

1. We understand that, according to your conditions, a Bid-Securing Declaration must support bids.

2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of 12 months - starting date of notification of award if we are in breach of our obligation(s) under the bid conditions, because we –

(a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or

(b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,

(i) Fail or refuse to execute the Contract, if required, or

(ii) Fail or refuse to furnish the Performance Security, in accordance with the ITT.

3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

(i) Our receipt of a copy of your notification of the name of the successful Bidder; or

(ii) twenty-eight days after the expiration of our Tender.

4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed by : ----- Signature -----

Position ----- Duly authorized to sign the bid for and on behalf of:

Dated: -----]

---

## **Service Provider's Organization and Experience**

---

### **A - Service Provider's Organization**

*[Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment.]*

## B - Service Provider's Experience

### Relevant Assignments Carried Out in the Last Three Years That Best Illustrate Qualifications

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out system implementation services similar to the ones requested under this assignment (**Attach letters of awards and completion certificates as proof of evidence**)]

Assignment name:	Approx. value of the contract (in KShs.):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N° of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	N° of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: \_\_\_\_\_

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



---

## **Comments and Suggestions on the Terms of Reference and on data, services and Facilities to be provided by the Client**

---

### **A - On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

## Team Composition and Task Assignments

---

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Support Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

## Format of Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [only one candidate shall be nominated for each]: \_\_\_\_\_
2. **Name of Firm** [insert name of firm proposing the staff]: \_\_\_\_\_
3. **Name of Staff** [Insert full name]: \_\_\_\_\_  
Nationality : \_\_\_\_\_
4. **Date of Birth:** \_\_\_\_\_
5. **Education** [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:  
\_\_\_\_\_
6. **Membership of Professional Associations:**  
\_\_\_\_\_
7. **Other Training** [Indicate significant training since degrees under 5 - Education were obtained]: \_\_\_\_\_
8. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:  
\_\_\_\_\_
9. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:  
From [Year]: \_\_\_\_ To [Year]: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Positions held: \_\_\_\_\_

<b>10. Detailed Tasks Assigned</b>  <p><i>[List all tasks to be performed under this assignment]</i></p>	<b>11. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project _____</p> <p>features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	---

## 12. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]*

Date: \_\_\_\_\_

Day/Month/Year

Full name of authorized representative:

\_\_\_\_\_