



COUNCIL OF LEGAL EDUCATION

REQUEST FOR PROPOSAL

SUPPLY DELIVERY INSTALLATION AND IMPLEMENTATION OF AN INTEGRATED ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

TENDER NO. CLE /05/2018-2019

MARCH 2019

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INTRODUCTION

1. This Standard Request for Proposals (SRFP) has been prepared for use by public entities in Kenya in the procurement of consultancy services and selection of consultants.
2. The SRFP includes Standard form of Contract for Large Assignments and small assignment which are for lump sum or time based payments.
3. A separate SRFP has been provided for selection of individual professional consultants.
4. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular assignment. Similarly, the information to consultants should only be clarified or amended through the Appendix to information to Consultants.
5. This SRFP document shall be used where a shortlist of consultancy firms already exist or has been obtained through a shortlist after an advertisement of Expression of Interest for Consultancy required.
6. The request for proposals (RFP) includes the following documents:

Section I	-	Letter of invitation
Section II	-	Information to consultants
Section III	-	Evaluation of Proposals
Section IV	-	Technical requirements
Section V	-	Terms of Reference
Section VI	-	Technical proposals- Standard Forms
Section VII	-	Financial proposal- Standard Forms
Section VIII	-	Contract for Consulting Services
Section IX	-	Appendices

SECTION I - LETTER OF INVITATION

TO:

Date 26th March 2019

Dear Sir/Madam,

**RE: SUPPLY DELIVERY INSTALLATION AND IMPLEMENTATION OF AN INTEGRATED
ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

TENDER NO. CLE /05/2018-2019

Council of Legal Education now invites eligible consultant(s) to submit curriculum Vitae, proposals including work plans and budgets for the provision of the above consultancy services. A firm will be selected under Quality and Cost Based Selection Method and procedures described in the RFP.

Completed proposals in plain sealed envelopes clearly marked with appropriate Tender description and Number should be addressed to the

Chief Executive Officer / Secretary,
Council of Legal Education
P.O. BOX 829-00502

KAREN

and be deposited to the Tender Box located at the Council's Offices. Karen office Park, Acacia Block, Second Floor, Wing 1 along Langata Road so as to received not later than Tuesday 9th April 2019 at 12:00 Noon. Tenders will be opened immediately thereafter at the Council's Boardroom in the Presence of tenderers or their Representatives who chose to attend.

Yours sincerely

Dr. Jacob K. Gakeri
Chief Executive Officer / Secretary,
COUNCIL OF LEGAL EDUCATION

SECTION II - INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

Introduction

- 1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

2. Clarification and Amendment of RFP Documents

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

3. Preparation of Technical Proposal

- 3.1 The Consultants proposal shall be written in English language
- 3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
 - (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the **Appendix A**. The proposal shall however be based on the number of professional staff-time estimated by the firm.

- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if **Appendix "A"** specifies training as a major component of the assignment.
- (viii) Any additional information requested in **Appendix "A"**.

3.5 The Technical Proposal shall not include any financial information.

3.6 Preparation of Financial Proposal

3.7 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section VI). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

3.8 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.

3.9 Consultants shall express the price of their services in Kenya Shillings.

3.10 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.

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

4. Submission, Receipt, and Opening of Proposals

4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

4.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**"

as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

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

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

4.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

5. Proposal Evaluation General

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

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

5.3 Public Opening and Evaluation of Financial Proposal

5.4 Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those

consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

- 5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.6 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 5.7 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 5.8 The formulae for determining the Financial Score (S_f) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
 $S_f = 100 \times \frac{F_m}{F}$ where S_f is the financial score; F_m 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 (S_t) and financial (S_f) 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:- $S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

6. Negotiations

- 6.1 Negotiations will be held at the same address as "address to send information to the Client" indicated in the Appendix "ITC". The aim is to reach agreement on all points and sign a contract.

- 6.2** Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 6.3** Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 6.4** Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 6.5** The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

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

7. Award of Contract

- 7.1** The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 7.2** The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.

8. Confidentiality

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

9. Corrupt or fraudulent practices

- 9.1** The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 9.2** The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 9.3** Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

10. SECTION III - Evaluation of Proposals

(a) Evaluation Criterial for the Proposals

Tenders will be evaluated based on three stages as follows:

1. Preliminary Evaluation- Based on the response on the Mandatory Requirements. Firms that do not meet the following mandatory checks shall be rejected at this stage.
2. Technical Evaluation: Based on the points awarded on all the technical aspects of the system. Only Firms that get at least 70% and above in this evaluation shall qualify in the final stage of the financial evaluation. Those that get less than 70% will be disqualified.
3. Financial Evaluation: Total costs inclusive of all taxes. This will be applicable to only those bidders who pass the technical evaluation stage

(b) Mandatory requirements

<u>NO.</u>	<u>ITEM</u>	<u>REQUIREMENT</u>	<u>MANDATORY</u>	<u>BIDDERS COMMENTS</u>
1.	Certificate of Incorporation	Attach a copy of the vendor's certificate of Incorporation	M	
2.	Tax Compliance certificate	Attach a Valid Tax Compliance certificate	M	
3.	Financial Viability	The vendor must attach audited financial statements for the last three years.	M	
4.	Vendor's Experience in ERP Implementation & Support.	1.The vendor MUST have successfully supplied, deployed and commissioned at least three (3) other similar projects.	M	
		2. Vendor MUST provide at least three (3) CVs demonstrating		

		professional competency in the proposed solution		
5.	Duly Filled and signed Form of Tender	The vendor MUST fill and sign form of tender	M	
6.	Tender security	Kes. 150,000 in form of a bank guarantee or a banker's cheque from a reputable bank in Kenya or an insurance from insurance agencies allowed by Public Procurement Oversight Authority) valid for 120 days from the date of closing the tender.	M	
7.	Number of copies of bid documents	The vendor MUST provide one (1) Original & one (1) copy bid Documents	M	
8.	Confidential Business Questionnaire	Dully filled confidential business questionnaire	M	
9.	Certificate of Registration from ICT Authority	Attach certificate	M	
10.	Manufacturers Authorization Form	Attach valid certified copy of Manufacturers Authorization Form from Microsoft	M	
11.	Valid Trading license	Attach Certificate	M	
12.	Anti-Corruption Declaration	Attach a duly signed declaration	M	
13.	Proof of Microsoft Partnership (SPA)	Attach a certified copy of Microsoft Partnership (SPA)	M	

SECTION IV: TECHNICAL REQUIREMENTS

NO.	TECHNICAL REQUIREMENTS	POINTS
1	EXPERIENCE IN THE RELEVANT FIELD	15
	<p>Proven experience of the firm in projects of similar magnitude. Proof of projects handled of similar nature and size with at least Three (3) institutions with at least one from a higher learning institution; please attach copy of award letters, completion certificates or contract.</p> <p>Please indicate the amount of each project, time taken, completion status, clients' contacts and any other information deemed necessary.</p> <p>Above 3 - 15 points Only 3 - 7 points Only 1 - 3 points None - 1 point</p>	
2	Human Resource	15
	<p>Staff qualifications and experience in relevant projects. Give company structure indicating clearly the rank and qualifications of the key personnel to be handling the assignment.</p> <p>Please attach all the certificates of each personnel.</p> <p>NB: In the event that any of the nominated staff are not available to start the project, please detail a list of one alternative for each key position, providing all the relevant information (qualification, experience and copies of certificates).</p> <p>Personnel</p> <p>Lead consultant:</p> <ul style="list-style-type: none"> • The lead consultant has relevant masters degree in the relevant field - 5 points • The lead consultant has relevant first degree in the relevant field - 4 points • The lead consultant has relevant higher diploma in the relevant field - 2 points • The lead consultant has relevant degree in the relevant field - 1 point <p>Relevant Experience</p> <ul style="list-style-type: none"> • Lead consultant (Above ten years) - 6 points • Lead consultant (Above five years) - 4 points • Lead consultant (Above three years) - 2 points <p>Technical staff:</p> <ul style="list-style-type: none"> • At least one of the staff a graduate with relevant degree - 4 points • Or with Higher National Diploma - 2 points • Or with Ordinary Diploma - 1 point 	

3.	Company Profile Directors: <ul style="list-style-type: none"> • >50% Kenyan owned- 5 points • Less than 50% - 3 points • None - 0 points Size: <ul style="list-style-type: none"> • Staff compliment= >10 - 5 points • 6 to 10 - 3 points, • Less than 6= 0 points 	10
4.	Work plan and Methodology	20
	Ability of the tenderer’s proposed team to demonstrate that: <ol style="list-style-type: none"> i. They have a full understanding of the institutions requirements ii. Clear evidence of quality control and professional standards adhered iii. Overall work plan presentation & methodology. Project plan to include time frames, deliverables, milestones manpower requirements etc. iv. Proposed completion dates being within the timelines provided in the bid (12 weeks). 	
4	Financial Stability	30
	<ol style="list-style-type: none"> i. Evidence of profit making in the attached 3 years audited reports per year - 2 points each max 6 ii. Liquid assets and access to credit facilities and other financial activities - 5 point iii. Value of Business the firm has handled at once (Attach evidence): <ul style="list-style-type: none"> Less than; Kshs 2,000,000 - 3 point Kshs 2,000,000 - 5,000,000 - 5 points Kshs 5,000,000 - 10,000,000 - 7 points Kshs 10,000,000 and above - 9points 	
5	Response/Support System	20

	<p>The bidder should be able to clearly define a response system. That in the event of dispute/compliant from a CLE employee, claims will be handled in a professional, swift, and responsible manner.</p> <p>A methodology demonstrating how this is to be achieved should be provided. The bidder must be able to quote for ad-hoc requirements not contained within the scope of the normal contract upon request from CLE.</p>	
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Note:

- All vendors should also provide **1-year** comprehensive support and associated Licensing.
- Bidders are encouraged to provide sufficient information to assist with the above technical evaluation. The information can include but not be limited to written specifications and highlighted brochures.
- Bidders are encouraged to elaborate to which extent their products meet the requirements provided above.
- The technical weight constitutes 80% of the total sum
- Shortlisted bidders may be invited to carry out a Demonstration of their product.

GENERAL REQUIREMENTS

Throughout the following sections, the Requirements have been prioritized as either "Mandatory" or, "Preferred" denoted by "M" and "P" respectively and preceding each requirement.

All Requirements whether Mandatory or Preferred must be replied to by the bidder. For the functional requirements, the bidder will meet the requirements either through standard functionality in the system, or through customization, or through the use of third party products.

The General Requirements provide the basic specifications that the system must possess for it to be operational. The requirements listed below will cater for the setup and operation of the Integrated ERP System:

No.	General Requirements	Priority	(FS, PS, CR, NS)	Comments
1	Each module should have a graphical user-friendly interface. Each module MUST have a consistent interaction mechanism with consistent look and feel.	M		
2	Simple and Intuitive navigation between functions such as drop-down menu driven options for common/known data fields. Such fields may include names of customers, supplier details, etc.	M		
3	The system should be user friendly.	M		
4	The system MUST provide a facility for creation of 12 users and subsequent responsibilities for the maintenance of the users.	M		
5	Have an interactive and online help facility.	M		
6	Automatic population of known fields to reduce data re-entry.	M		
7	Ability to print any information displayed.	M		
8	Data validation and error checking facility.	M		
9	Ability for the system to set up various parameters that are user specific (data classifications, formulas).	M		
10	Provide for a multi-currency facility transaction processing system across various functions.	M		

11	Have a report generator facility allowing for the generation of standard and non-standard reports.	M		
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12	Ability to allow for remote access to the System through a standard web browser, thin client or any other efficient method.	M		
13	The system must provide industry standard integration mechanisms to facilitate integration with other systems in the organization.	M		
14	The system MUST provide a facility for output/reports to be directed either to a printer, screen or file.	M		
15	Facility to set and maintain authorization access for data entry, validation, update, inquiry and report production.	M		
16	The system should be able to keep time stamped logs of all user activities on the system.	M		
17	Comprehensive audit trail features including a facility to monitor system usage both online and in hard copy, showing system activity by: <ul style="list-style-type: none"> • User ID; • Application/Module; • Terminal; • Date/time; • Activity (before and after image); and • Changes report capturing all the above. 	M		
18	The system MUST have audit trail/log capabilities and allow generation of hard copy management and audit reports detailing the transactions, master file changes, and system maintenance activities, etc.	M		
19	Management reporting options and auto configuration to enable confirmation and that all ledgers are in balance.	M		
20	Security backup capabilities inbuilt within the system to allow complete file restoration and recovery.	M		
22	The system should be able to operate entirely or selectively as: <ul style="list-style-type: none"> • A stand-alone application (thick client); • A networked application (thin client); • Via Web Portals; • A combination of the above; and (Server/RDBMS/Client). 	M		
23	System should support multiple users in concurrent mode.	M		

24	Extensive "drill-down" and "navigation" functionality to allow the following of all inter-related data through the system from a single enquiry within the constraints of the user's security profile.	M		
25	Following input, data is immediately available across all modules of the system.	M		
27	The system MUST provide for data encryption over the network.	M		
28	Daily management reporting to enable confirmation of system integrity and that all ledgers are balanced.	M		
29	Multiuser functionality which can be deployed over a Wide Area Network.	M		
30	Ability to handle versatile reporting queries from users	M		
31	Generate standard and customized reports. Automatically refresh when the underlying data is changed.	M		
32	Ability to configure the layout of standard reports. Possibility of including the company's logo on a standard report.	M		
33	Ability to transform existing data in a report into a chart or graph.	M		
34	Ability to create reports and export them to MS Word, MS Excel, Email or PDF or universal standard formats. The system should also be able to accept imports of data from other formats.	M		
35	Generate Alerts, notifications, "Status Flags" for deadlines, meetings and reports or other time related actions.	M		
36	System should have inbuilt capability to handle workflows.	M		
37	Ability to predefine the generation of automatic reports for example weekly, bi-weekly, monthly, quarterly, annually.	M		
38	Ability to easily setup user-defined (ad hoc) reports.	M		

FINANCIAL MANAGEMENT MODULE.

The objective of this function is to provide an effective, efficient and user-friendly method of performing finance and accounting operations at CLE in order to meet statutory disclosure, accountability and internal management objectives in line with international best practices. This function should have the following requirements:

FINANCIAL MANAGEMENT REQUIREMENTS

No.	GENERAL REQUIREMENTS	Priority	(FS, PS, CR, NS)	Comments
1				
1.01	Provide an interface that allows cash receipts captured in the system in all regions to be automatically reflected on the GL and cash book on a real time basis.	M		
1.02	Allow authorized users to post transactions to the current, future and previous periods throughout the system, with the appropriate approval and audit trails	M		
1.03	Provide a common chart of accounts across the departments but allow flexibility in definition of account codes to allow reporting at departmental level	M		
1.04	Provide flexible mechanisms for allocation of organizational costs to specified cost centers.	M		
1.05	Ability to flag prepayments to show periods they relate to (and system creates required entries)	M		
1.06	Ability to support a customizable home page (dashboard) with user defined “favorites” for analysis/reports /menus optional	M		
1.07	Ability to edit existing journals	M		
1.08	Ability to support reversal of journal entries	M		

1.09	Ability to compare invoices relating to a specific period (based on invoice date and date processed) with the related accrual that were made previously to try and gauge the accuracy of accrual processes.	M		
1.10	Facility of an extended narrative to describe what should / should not get posted to particular G/L accounts	M		
1.11	Ability to "Attach" scanned supporting documents to entries	M		
1.12	Ability to drill down from GL entries into supporting documentation/transactions (may be multi-level drill down) to see original entry	M		
1.13	When making queries, ability to filter and sort transaction entries on every field, and to filter based on multiple criteria	M		
1.14	Provide a flexible and customizable user interface	M		
1.15	Provide a robust and fault tolerance error management functionality that ensures data integrity and prevents incomplete entries or corrupt data e.g. if there is a power failure in the middle of processing a transaction	M		
1.16	Allow seamless integration with MS Office applications specifically MS Word and MS Excel as well as outlook	M		
2	FINANCIAL REPORTING			
	<u>Provide the following reports:</u>			
2.00	Trial Balance	M		
2.01	Income Expenditure statement/ Profit & Loss statement	M		
2.02	Balance Sheet (Statement of Financial Position)	M		
2.03	Cash Flow Statement	M		

2.04	Monthly Management Report- This should be a financial report for each votes in the ledger for the purpose of budget monitoring	M		
2.05	Ability to generate Budget report			
2.06	Ability to compare financial reports such as Income and expenditure and Balance sheet against budget, across periods e.g. month, year to date, previous three cumulative years	M		
2.07	Ability to generate management accounts and statutory accounts reports from the ledger. Allow for Tax computation and analysis	M		
2.08	Fund accountability statement: Ability to generate fund accountability statement pre funding source per period. And compare last	M		
2.09	Allow for creation of customized reports to serve various funding source requirements	M		
3	SECURITY AND CONTROLS			
3.00	Allow user access to be controlled at numerous levels e.g. menu level, screens level, transaction level and field level	M		
3.01	Ability to maintain detailed and summary transaction history by account with audit trail showing who, when and why	M		
3.02	Ability to log reversals or corrections without allowing complete deletion	M		
3.03	Ability to query audit trails by transaction, by user, by account or GL code etc. for both transactions and standing data	M		

3.04	Allow definition of roles with different system permissions which can be assigned to user accounts to ensure segregation of duties including segregation between transaction creator and approver roles	M		
3.05	Ability to secure financial and reporting information to appropriate individuals associated with specific departments, roles or functions	M		
4	GENERAL LEDGER			
	Chart of Accounts			
4.00	Maintain alphanumeric account code	M		
4.01	Ability to support segmented accounts with user defined lengths at the time of setup	M		
4.02	Ability to support segmented Entry Selection (Global level, Local Account Level, Cost Centre /Branch project Code)	M		
4.03	Ability to define the chart of accounts in such a manner that account balances can be tracked by following dimensions: a. Company Name b. Department/Cost Center c. Sub department/cost center d. Main GL accounts/ sub-ledgers e. Projects f. Location g. Profit Center	M		
4.04	Ability to group the accounts by different types (user defined) e.g. assets, current assets, etc.	M		
4.05	Ability to flag account for deletion	M		
4.06	Ability to tag accounts as active or inactive	M		

4.07	Ability to summarize detail accounting information into multiple summary levels as needed	M		
4.08	Ability to quick search on chart of accounts at transaction entry	M		
4.09	Ability to show budget allocation / balance at entry of transaction	M		
4.10	Ability to create logs of user activity	M		
4.11	Ability to retain log of deleted transactions / journals	M		
4.12	Ability to retain data integrity between sub-ledgers and the general ledger even in cases of system shut-down	M		
4.13	Ability to import / export data in various formats e.g. Excel, PDF, RTF, CSV	M		
4.14	Ability to drill down transactions from the GL	M		
4.15	Ability to display fields that fully describes the transactions	M		
4.16	Ability to print GL in a specified period	M		
5	Month, Quarter, and Year End Closing			
5.00	Generate period closing reports that ensures consistency check with the sub-ledgers	M		
5.01	Have separate period closing capability by sub ledgers	M		
5.02	Selectively close or open periods for posting (with adequate security)	M		

5.03	Closing checklist indicates to various tasks as completed or outstanding e.g. manual automatic entries are not posted, X sub-module are not closed yet, etc.	M		
5.04	Generate closing exception reports	M		
6	Reports			
6.00	Generate transaction detail report for a single account or for a range of account by: a. Period to date b. Year to Date c. Summarized d. Detailed	M		
7	ACCOUNTS RECEIVABLE			
7.00	Cash Receipts/Receivables Management			
7.01	Ability to create a Receipt if paying Cash/cheque /EFT/Mobile	M		
7.02	Ability to link payments to student details	M		
7.03	Ability to deposit payments receipt to an account	M		
7.04	Ability to request for Approval for unmatched payments (Payment not matched with units registered)	M		
7.05	Ability of Receipting of the cash, cheques and direct bank credits in the receipt book.	M		
7.06	Ability to receive cash and cheques from students.	M		
7.07	Ability to preview receipts before posting	M		

7.08	Ability to settle receipts.	M		
7.09	Posting of the receipts cash book into the general ledger.	M		
7.10	Facility to monitor accounts receivable total against budget	M		
7.11	Ability to support multiple bank accounts. Bidder to specify no. of bank accounts the system can support	M		
7.12	Reports			
7.13	AR reconciliation report	M		
7.14	Ability to provide reports based on different parameters for example, Student, Date range etc	M		
7.15	Ability to provide receipt reports based on different parameters for example, Student, date range	M		
8.00	ACCOUNTS PAYABLE			
	Invoice Processing			
8.00	Ability to maintain vendors master data	M		
8.01	Ability to Pay bills to vendors	M		
8.03	Ability to set recurring bills	M		
8.04	Ability to Set reminder for when a bill is due	M		
8.05	Ability to show/track unpaid bills	M		
8.06	Ability to Pay from an account	M		
8.07	Allow generation of a payment voucher entry	M		
8.08	Ability to prepare Payment Voucher and forward for Cheque writing.	M		
8.09	Ability to assign payment voucher numbers automatically	M		

8.10	Ability to approve purchase orders on the system	M		
8.12	Accept different payments	M		
8.13	Ability to write cheques	M		
8.14	Ability for Creditors Ledger updating.	M		
8.15	Ability to carry prepaid and accrued expenses into a new year	M		
8.16	Ability to distribute expenses to multiple accounts per line item	M		
8.17	Ability to configure error and warning conditions during the posting validation process. E.g. ability to define that department and cost centre must be indicated before posting to an expense account	M		
8.18	Ability to generate alerts on approved documents	M		
	Payables Analysis			
8.19	Ability to age supplier balances	M		
8.20	Ability to mark an invoice/voucher as held with appropriate approval	M		
8.21	Ability to prevent duplicate invoice numbers per supplier	M		
8.22	Ability to raise debit memo	M		
8.23	ability to settle payments	M		
8.24	Provide reviews/queries of open invoices:	M		
8.25	a. By supplier	M		
8.26	b. By invoice number	M		
8.27	c. By due date	M		
8.28	d. By expense account	M		
9	BUDGETING			

Budget creation				
9.00	<i>Ability to capture budgets by:</i>			
9.01	Month, quarter and year	M		
9.02	Ability to generate new budget based on prior year budget and apply a percentage increase or decrease	M		
9.03	Ability to prepare both expense budgets and revenue budget/forecasts	M		
9.04	Ability to retain historical budget data	M		
9.05	Ability to store multiple "proposed" budgets	M		
9.06	Allow automated conversion of "proposed" budget to actual budget	M		
9.07	Ability to support top down and bottom up budgeting	M		
9.08	Ability to reallocate budgets. This should require online approval.	M		
9.09	Ability to allow pre-determined allocating/apportionment of budgets to required departments. Top down budget allocation	M		
9.10	Ability to create balance sheet, profit & loss, cash flow and capital budgets	M		
9.11	Ability to monitor expenses against the budget per department per GL a/c	M		
9.12	Ability to control access to particular budgets	M		
9.13	Ability to provide a comprehensive audit trail of changes to a budget	M		
9.14	Ability to revise and approve a new budget	M		
9.15	Ability to reallocate budget items with appropriate audit trail	M		

9.16	Ability to segregate working versions of budgets and forecasts from the approved version	M		
10	Reporting/Analysis			
10.00	Ability to generate budget vs. actual reports across multiple levels e.g. departmental, GL codes, cost center, overall etc.	M		
10.01	Ability to factor commitments e.g. open purchase orders in carrying out analysis of budget against actual	M		
10.02	Ability to import/export budgets or budget information elements from/to spreadsheet	M		
10.03	Ability to print monthly departmental exception reports of actual amounts that exceed a user- defined budget variance	M		
10.04	Ability to create user-defined budget analysis reports	M		
10.05	Ability to compare current year actual/budget/forecast month and YTD, previous year actual/budget month & YTD at any level, department, GL code.	M		
11	Expense reporting			
11.01	Ability to support expense policy definition and compliance - e.g. approval limits for expenses	M		
11.02	Ability to upload expenses from excel worksheets	M		
11.03	Provide expense reports grouped by: a. Individual b. Cost centers c. Expense Item d. Department	M		

11.04	Ability to support expense reporting and analysis by vote	M		
11.05	Ability to consolidate individual expenses into departmental expense reports	M		
12	FIXED ASSETS			
12.00	Asset Maintenance			
	<p>Ability to create a fixed asset and capture the following fixed asset information :</p> <ul style="list-style-type: none"> a. Asset description b. Asset serial number c. Location d. Asset main category e. Asset sub category f. Department/Cost Center h. Custodian i. Purchase date j. Depreciation start date k. Service start date l. Vendor m. PO reference n. Invoice reference o. Warranty period, e.g. start and end dates p. Original cost q. Salvage value r. Useful life in month/years s. Depreciation method 	M		
12.01	Ability to maintain a fixed assets register	M		
12.02	Ability to assign different life spans to assets and process accordingly	M		

12.03	Able to add, transfer, dispose, revalue, write off and re-life assets	M		
12.04	Ability to account for part disposals of assets	M		
12.05	Ability to support automatically calculate gains / losses on disposal of assets and creating the journal in the GL	M		
12.06	Maintain cost of improvements to existing assets as component of asset value	M		
12.07	Ability to report on life left on the asset	M		
12.08	Comprehensive search facility based on details captured on the assets	M		
12.11	Automatic capture of fixed asset items into the GL account as assets and not expenses	M		
13	Asset Acquisition			
13.00	Ability to support various methods of asset acquisition	M		
13.01	Ability to capture work/construction in progress (WIP/CIP) assets and later on convert them as normal assets and start depreciating	M		
13.02	The asset system should be allowed to be marked as physical inventory tracking asset and should generate physical inventory reports	M		
14	Depreciation			
14.00	Ability to use flexible depreciation methods and change as required and to vary these over the asset life	M		

14.01	Ability to support the following depreciation methods: a. Reducing balance b. Straight-line c. User defined method of depreciation	M		
14.02	Ability to calculate depreciation based on groups of assets: a. By dept b. By cost center c. By Category	M		
14.03	Ability to recalculate depreciation on asset: a. Based on a change in value b. Based on a change in depreciation schedule c. Based on a change in asset life	M		
14.04	Ability to capitalize assets	M		
14.05	Ability to perform "un-planned" depreciation	M		
14.06	Ability to process and post transactions: a. Depreciation expenses b. Cost Adjustments, if any	M		
15	Asset Transfer			
15.00	Ability to Transfer assets between: a. Divisions/Departments/Cost Centers b. Locations c. Custodians d. Projects	M		
15.01	Ability to transfer all or part of an asset	M		
15.02	Ability to transfer groups of assets	M		
16	Asset retirement			

16.00	Ability to retire assets via different methods: a. Fully retire b. Partially retire c. Retire by units	M		
16.01	Ability to reinstate retired assets	M		
17	Other requirements			
17.00	Ability to split both new and existing assets and allow partial disposals	M		
17.01	Support asset cycle count facility (prompting the counting and reconciliation of certain classes of assets).	M		
17.02	Ability to transfer assets with history of the asset to other departments, etc.	M		
18	Reporting/Analysis			
18.00	Ability to generate fixed assets register by: a. Department/Section b. Location c. Gain and Loss on asset sales d. Custodian e. Cost Center wise	M		
18.01	Generate asset depreciation register (detail and summary)	M		
18.02	Report on fixed asset transactions history (i.e., fixed asset movements)	M		
18.03	Generate unposted depreciation calculation report before transferring them to GL but after running depreciation in the assets module	M		

18.04	Asset cost report	M		
18.05	Asset report by major and minor category	M		
18.06	Ability to generate the following Asset activity reports: a. Asset transfer b. Asset Disposals c. Asset retirement in the form of sale, scrap, write off etc. d. Asset Acquisition	M		
18.07	Ability to generate automatic reconciliation report for GL and depreciation register	M		
18.08	Ability to generate Retirement Register by month / asset number: by department a. by location/region b. by account c. by account segment d. by retirement type	M		
19	CASH MANAGEMENT			
19.00	Banking and Cash Management			
19.01	Ability to support the following Bank Master details: a. Bank Country code b. Bank Code and name c. Branch code and name	M		
19.02	Ability to support maintenance of bank accounts for the business	M		
19.03	List/show all undeposited payments	M		
19.04	Deposit payments to bank accounts	M		

19.05	Ability to specify which bank account the money goes to	M		
19.06	Ability to print deposit slips or summary of deposit records	M		
19.07	Ability to define petty cash limits in the system. The system should not allow petty cash accounts to exceed defined petty cash limits	M		
20	Cash book processing			
20.00	Ability to process receipts	M		
20.01	Ability to process cashbook journals	M		
20.02	Ability to process and record manual payments	M		
20.03	Ability to set up payment tolerance levels and reason codes for writing off payment differences.	M		
20.04	Maintain petty cash and support accounting for petty cash	M		
20.05	Ability to process manual bank transactions	M		
20.06	Support interbank transfers	M		

21	Reconciliation Processing			
21.00	Ability to Carry out/ run cashbook/bank reconciliation procedure	M		

21.01	Ability to support automatic Cashbook/Bank reconciliation	M		
21.02	Ability to support EFT payments to vendors by providing an automated interface to the EFT system	M		
22	Foreign Currency			
22.00	The system should have full multi-currency functionality	M		
22.01	Ability to setup periodic foreign currency rates in the system. All foreign currency transactions will be converted to local currency at rates held on the	M		
22.02	Ability to override system rates and enter transaction specific rates. This should be restricted to authorized individuals and an audit trail should be retained	M		
22.03	For each foreign transaction the currency code, currency amount and base currency amount should be retained on the system	M		
22.04	Ability to provide a facility to revalue foreign currency balances and generate appropriate postings to an unrealized currency gains/losses	M		
22.05	On transaction enquiries the system should display the foreign currency value, base currency at historical rate and base currency at current rates	M		
22.06	Ability to define forex rates for future periods in multiple currencies	M		
23	Reports			
23.00	Ability to provide detailed reports on: a. Reconciling differences b. Daily reconciled cashbook position c. Reconciled items and un-reconciled items d. Mismatched items	M		

23.01	Ability to generate cashbook detailed report - receipts, payments and adjustments	M		
23.02	Generate bank reconciliation report	M		
23.03	Ability to print outstanding transactions reports	M		
23.04	Ability to import bank statements	M		

EXAMINATION MODULE

This module will address exam booking/registration, exam center allocation, marking and remarking of exams then lastly release of marks to the students in an online platform with also a provision for candidates to be able to query their results via mobile USSD. Below are the terms of reference.

1	Pre admission Management	Priority	FS,PS,CR,NS	Comments
1.00	System MUST generate number series	M		
1.01	The system MUST be able to do campaigns on units offered in specific time and exam centers available.	M		
1.02	Allow candidate to follow up the registering procedure.	M		
1.03	Ability to support Emails/SMS notifications. i.e. The system should have a provision to send candidates text messages, emails and provide for querying of their results via mobile USSD	M		
2	Admission management			
2.00	System should allow students to register online.	M		
2.01	Provide for student to attach a bank slip and send approval request.	M		
2.02	System should provide students with fee structure and modes of payments.	M		
2.03	System should send students a receipt with units booked after successful registration	M		
2.04	System should be able to; a) Maintain detailed student profile. b) Generate Exam card and barcode. c) Aggregate student information from all other	M		
2.05	Student registration to attract a mandatory fee of 1000 upon registration.	M		
2.06	System should enable reconciliation of bank accounts for payment.	M		
2.07	System MUST be able to; a) Map students to specific units. b) Enrollment in semester.	M		
2.08	System MUST ensure ineligible students do not get exam cards and not allowed for exams.	M		
3	Reports			

3.00	System should provide online student Register	M		
3.01	Should give report that can be filtered according to certain criteria e.g. Individual student performance, Individual student details	M		
3.02	System should provide students with reports about their registration and fee payment status	M		
3.03	System should enable system wide module integration.	M		

3.04	System should do auto update of student payments from NBK	M		
3.05	System to enable students be able to view, edit their units, print and download exam cards receipts.	M		
4	Exam Management			
4.00	System should enforce exam fee of 10,000 per paper.	M		
4.01	Exam marked and entered in the secluded areas and markers to enter marks online.	M		
4.02	System should block students with arrears not to sit for exam (No cards)	M		
4.03	<p>System MUST support the following stages;</p> <p>Pre-Examinations Preparation</p> <ul style="list-style-type: none"> a) Exam Notifications via emails to students b) Exam units and student registration c) Exam Schedule <p>Exam Day</p> <ul style="list-style-type: none"> a) Exam Student Attendance Management <p>Post Exam</p> <ul style="list-style-type: none"> a) Student performance and mark entries b) Grades, Transcripts/Certificates management c) Results preparation d) Reports for result analysis <p>Overall Reports for exam and Mark sheet management</p>	M		

5	Mark sheet and Result Management			
5.00	System should provide results and Summaries	M		
5.01	System MUST provide provisional Mark sheet	M		
5.02	System MUST allow students to login into the CLE portal and print Transcripts/Certificates.	M		
5.03	System should do Mark sheet printing	M		
5.04	System MUST be able to do Grading (aggregating oral exams, project work and main exams)	M		
5.05	Administrators should be able to view results in a statistical/graphical representation.	M		
5.06	System should provide a student performance chart.	M		
5.07	System to allow setting of 50% as the pass mark students below to have failed and above passed.	M		
5.08	System to allow exam re-sit. Procedure; a) Re-sit application form b) Make bank payments c) approval d) Payments reflecting in real time. e) Complete application.	M		
5.09	System to set the pass mark for a re-sit at 50%. a) 50% and above as pass (P) and b) 49% and below as fail (F)	M		
5.10	System MUST not allow students to re-sit for exam after the required period as stated in the regulations. i.e 5years from the date of registration in to the ATP program.	M		
6	Time table management			
6.01	Administrators should be able to enter units and exam time then the system come up with a time table that will be available to students as they login to the CLE portal.	M		
6.02	Ability to do invigilators scheduling and exam centers.	M		

6.03	The system should; 11. Manage multiple templates, master time table creation process. 12. Conflict checking for students, units and exam centers at time of time-table entry and various reports.	M		
6.04	System to monitor the registered number of students for each exam center so as to flag the filled up centers.	M		
6.05	System MUST not allow allocating more students that exam center capacity.	M		
7	Reports			
7.00	System should provide students per unit report.	M		
7.01	System to generate a resource availability and allocation report.	M		
7.02	System to provide an exam center capacity report.	M		
7.03	System to provide the students per exam center report.	M		
8	Claims Management			
8..00	Re-sit application form, make bank payments after approval and have payments reflecting in real time.	M		
8.01	System to enforce the following procedure for remarking: a) Apply for remarking online b) pay remarking fee c) send approval request d) approve-remarks e) enter marks to the	M		
8.02	System should support disqualification of students found cheating or flag student as suspended and proceed for disciplinary stage.	M		
8.03	System should flag student's paper that is caught with an exam irregularity.	M		
8.04	System should allow invigilators capture any exam irregularity on day of exam.	M		

8.05	System should allow the capturing of illegal exam material against student found cheating by invigilators	M		
9	Certificates and Document Management			
9.00	System MUST handle Document request queries e.g. availability of transcripts and certificates. Student to request certificates that he/she wants to get issued. a) Generate document using document generator and print the certificates/documents directly on Institute stationary or pre-defined format is also present. b) Manage the documents handed over at time of admission.	M		
9.01	System MUST issue documents upon student request.	M		
9.02	System MUST put a digital signature on Certificates.	M		
9.03	System should allow super user to do customization of documents to meet the organizations standards.	M		
9.04	System should have a functionality to respond when requests are made to pending documents	M		
10	Additional System Requirements			
10.01	System to have accounts payables and receivables.	M		
10.02	System be accessible from anywhere.	M		
10.03	System should allow registering of institutions offering law classes	M		
10.04	System to allow admins perform querying of fee balances, exam results exam centers of registered students.			
10.05	System to help students pay to NBK with unit key on bank fee slips as student reg.			

HUMAN RESOURCE MANAGEMENT

Human Resource Management is another functionality that CLE requires on the ERP system. With Human Resource Management CLE intends to efficiently manage your human resources, group and track relevant employee information and organize employee data according to different types of information, such as experience, skills, education, training, and union membership.

In addition, CLE will store personal information, track job openings in the organization, and keep track of benefits and company items such as keys, credit cards, computers, and cars. CLE will also record and monitor staff leaves and absence

GENERAL REQUIREMENTS		Priority	Compliance (FS, PS, CR, NS)	Comments
Feature	Description			
Accessibility	Web based (Cross Browser Support)	M		
System Integration	Required modules should be able to integrate with other systems such as GOK's IFMIS	M		
Modules	Human Resource and Payroll	M		
Security	User accounts LDAP Integration	M		
Audit Trails	Comprehensive audit trails and alerts to prevent errors and mistakes in all systems	M		
License	User licenses which different users can utilize the acquired licenses	M		
Backup	Scheduled backup	M		
Reports	Statutory and user defined reports for each module	M		
Queries				
MODULE	DETAILS	Key		
Personnel Management	HR Master Data	M		
	Personnel Administration	M		
	<i>Capture items such as and not limited to;</i>	M		
	name, date of birth, religion, tribe, job grade, job title, department, gender, marital status	M		
	staff post office number, mobile number ,name of kin, relationship, residential address and email address	M		
	Separate next of kin and beneficiaries	M		

	Important dates (Date of Birth, Date of Appointment, Date of Retirement, date joined pension, medical, termination dates, Date of salary stoppage etc.)	M		
	employee assets assigned list	M		
	date of joining, last employer, position held, date left, last salary	M		
	date of confirmation	M		
	images(photos, support documents e.g. certificates)	M		
	growth in career- positions held over time	M		
	qualifications- academic, year of graduation, professional and company-sponsored courses	M		
	spouse, dependents and dates of births	M		
	Alerts for confirmation, promotion retirement	M		

	health history- significant history only	M		
	Membership to professional bodies	M		
	ID/passport/PIN,HELB, NSSF, Bank, Payroll Number	M		
	reason for exit(normal retirement, early retirement, Terminated , Resigned - Alternative employment , others)	M		
		M		
	Link names of staff to all modules for any information required	M		
	Cost center	M		
	Benefits	M		
	Salary Administration with Payroll Module	M		
	Ability to customize any other required details	M		
Remuneration Management	Basic Salary	M		
	Commuter/Transport Allowance	M		
	Housing Allowance	M		
	Telephone Allowance	M		
	Entertainment Allowance	M		
	Domestic Allowance	M		
	Extraneous Allowance	M		
	Acting Allowance	M		
	Hardship Allowance	M		
	Security Allowance	M		
	Honoraria			
	Leave Allowance	M		
Organization Management	Company Information	M		
	Company Calendar	M		
	Organization Structure	M		
	Position Titles	M		

	Departments and Divisions	M		
	Rules & Regulations	M		
	Committees	M		
	Job Descriptions	M		
Leave and Attendance	Annual Leave Planner	M		
	Leave Types	M		
	Pending Leave Schedules	M		
	Posted Leave Schedules	M		
	Allocation of Leave	M		
	Leave forms			
	Leave Requisition	M		
	Leave Approval / Rejection	M		
	Leave Adjustment	M		
	Leave Reports, E-mail Notifications and Dashboard	M		

Performance Management	Define Appraisal Types as per CLE's requirements	M		
	Define Appraisal Periods as per CLE's requirements	M		
	Link to Personnel Management Module	M		
	Link to remuneration module	M		
	Link to Promotion and rewards policy	M		
	Link to Training and Development Module	M		
	Define skills and initiate review and rating by an employee and manager to evaluate	M		
	Capture Performance Management template specific to CLE (ability to define position objectives, key performance indicators, weighing performance categorization, performance targets, departmental job rotation levels, point ratings and calculating salary increments as per different criteria set	M		
		M		
		M		
Training & Development	Should be Interlinked with other required modules	M		
	Training Needs Analysis linked to performance management	M		
	Training Costs	M		
	Training Schedule	M		
	<i>Should also capture;</i>	M		
	Different types of courses- internal or external that are required or offered	M		

	Records of accredited training institutions	M		
	Staff trained with the course and cost	M		
	Link to Budgets ,compute utilization and departments allocation	M		
	Actual individual costs on training	M		
	Online training request	M		
	Professional courses/ CPDs offered to CLE Staff	M		
	Alerts for training schedules	M		
	DIT reports			
Recruitment	Approval and justification to fill the vacancy-linked to Organization Management Module	M		
	Applicant database	M		
	Interview scheduling	M		
	Candidate/applicant history	M		
	Shortlist using resumes parsing to read resumes and key words	M		
	Linked to all other applicable modules	M		
	Online vacancy application	M		
	Provide automation of replying letters at different stages of shortlists/interviews e.g. regrets, invitations	M		
	Capture details of advertising	M		

	Capture date of reporting	M		
	Capture recruitments turnaround time	M		
	Calculate and automatically alert confirmation dates	M		
	Reports on verification of certificates and references			
	Hiring approvals and transferring employees to Personnel Management module once hired	M		
Employee Self Service	Print pay slips, for past and current months	M		
	Submit claims and benefits	M		
	View and update personal records	M		
	Upload certificates	M		
	Submit leave applications and make leave enquiries	M		
	Enroll for training and check training schedule	M		
	Download forms and approved templates for HR administration from Organization Management	M		
Medical Scheme Management	Administration of Medical Schemes	M		
	Service Provider records – Doctor/Hospital/Pharmacy	M		
	Monitoring of Financial Transactions for Employee and Dependents	M		
	Claim Reports	M		
Disciplinary Management	Link with other required modules	M		
	Disciplinary Case Ratings and Classification	M		
	Disciplinary Remarks	M		
	Disciplinary Cases	M		
	Disciplinary Actions as per the HR Policy	M		

	Withholding salary, stoppage of salary, surcharge and reinstatements			
	Warning Letters	M		
	Reports & History	M		
Payroll	Administration - monitor changes made in system and notify when changes are done beyond an acceptable level	M		
	Direct integration into other applicable HR ,	M		
	Finance modules (e.g Benefits, Leave, Expense- Imprest, Performance Management) & GOK's IFMIS	M		
	Granular user defined payroll groups - different levels of access and processing rights to ensure complete confidentiality	M		
	Electronic payslip through Email	M		
	Allow configuration/definition of various payroll cycles - Monthly, weekly, annually, ad hoc, etc.	M		
	By employee class or group , By pay type (annual bonus) , Retroactive pay /Arrears ,Terminal pay By employee class or group By pay type (annual bonus) Retroactive pay /Arrears Terminal pay	M		
	Auto calculation of advance pay	M		
	Comprehensive audit trails and alerts to prevent errors and mistakes in payroll processing	M		
	Provide simulated trial payroll runs	M		
	Electronic bank payments	M		

	Support for Salary adjustments for year-end closing and tax annualization based on Government rules	M		
	Chart of Account or User defined GL Interface - Payroll information needs to be integrated/exported to Finance Module	M		
	User defined Earnings / Deductions/Benefits	M		
	Provide for pension deductions to individual and sponsored schemes	M		
	Provide for approved tax reliefs			
	Global Activities e.g. Postings	M		
	On-line / individual pay re-calculation	M		
	Loans management	M		
	Net to Basic / Basic to Net calculation	M		
	Establish and maintain deduction codes tables. Table should allow an unlimited number of codes	M		
	<i>Mandatory deductions</i>			
	Allow calculation based on percentage, flat rate, table and formula	M		
	Load specified deductions based on benefits table (i.e. pension, sacco and union dues)	M		
	<i>Non-Mandatory Deductions</i>			
	Allow pre-tax and post-tax deductions	M		
	Calculation based on percentage, flat rate, table and formula	M		
	Accommodate start/stop for deductions based on target amount or future date	M		

	Maintain history of deductions	M		
	Allow unlimited number of records in Deduction tables	M		
	Allow ad hoc entry of deductions	M		
	Manual entry and overrides - provide for exclusions e.g PAYE and Pension	M		
	Reminders and alerts- confirmation date, retirement date, reprocessing of changed payroll records etc.	M		
	Provide comprehensive and configurable reports (data & graphical form) for all payroll functions	M		
	Ability to export data to excel and word	M		
	Full multi-currency payroll	M		
	Automatic emailing of Pay slips	M		
	Have an online banking/ EFT interface facility e.g. swift, pay net to enable direct electronic communication with strategic external institutions	M		
	Has a flexible-user definable reporting facility- for statutory reports	M		
	Link to Finance Module and maps to Expense accounts, Liability Accounts and Debtors Accounts for Loans & Advances	M		
	Link to Personnel Management Module	M		
	Have document tracking and approval facility i.e. final payroll processing run approval	M		
	Have lump sum payment facility for different structures with user definable formula e.g. gratuity, Contract, casual, and allowances.	M		
		M		
	Statutory reports	M		

	<i>Should capture;</i>	M		
	Unlimited earnings flexible earnings	M		
	Unlimited deductions	M		
	Loans; car, house, and reports on status	M		
	Load and compute loans interest based on fixed and reducing balance on principal	M		
	Loans data and provides a flexible ad hoc real-time reporting report reader/writer-which is user definable	M		
	Benefits taxable and non-taxable	M		
	Terminal benefits; pensions and gratuity	M		
	Payroll individual messages	M		
	Ability to query data and generate reports	M		
	Payroll global messages	M		
	Ability to provide P9 Forms for tax returns	M		

QUALITY ASSURANCE

The Quality Assurance, Compliance & Licensing Department (“QCL”) assists and supports Council achieve its primary objective of promoting legal education and training and maintenance of the highest possible standards in legal education in Kenya.

The department implements the Legal Education Act No. 27 of 2012 and the Council of Legal Education (Accreditation and Quality Assurance) Regulations, 2016 through two overarching functions:

- Licensing of Legal Education providers in Kenya
- Recognition and approval of foreign qualifications in Law

The Council of Legal Education is very keen on maintaining the highest possible quality standards. Promoting Legal education and training, and the maintenance of high standards in legal education providers; and the provision of a system to guarantee the quality of legal education and legal education providers are part of CLE’s key mandate.

GENERAL REQUIREMENTS			Priority	Comments
	Regulate <ul style="list-style-type: none"> • Quality Standards • Regulations • Inspection parameters • Recognition and Equation of • Qualifications 	The system should provide an online platform (web based) for sending and receiving accreditation applications from its stakeholders (Legal Education Providers)	M	
	Regulate <ul style="list-style-type: none"> • Quality Standards • Regulations • Inspection parameters Recognition and Equation of	The system should be able to aid in prescribing the procedures and other matters attendant to accreditation and licensing of legal education providers. i.e provision for reports and checklists	M	

	<p>Regulate</p> <ul style="list-style-type: none"> • Quality Standards • Regulations • Inspection parameters <p>Recognition and Equation of</p>	The system should be able to provide status notifications on email	M	
	<p>Accreditation</p> <ul style="list-style-type: none"> • Quality Standards • Regulations • Inspection parameters • Recognition and Equation of Qualifications 	The system should be able to allow the council members to determine whether an existing or prospective legal education provider has the mandate to offer the program in question.	M	
	<p>Recognition</p> <ul style="list-style-type: none"> • Quality Standards • Regulations • Inspection parameters • Recognition and Equation of Qualifications 	The system should be able to aid in prescribing the procedures to recognize and approve legal education qualifications obtained abroad by individuals seeking admission to the bar program and/or practice law in Kenya	M	
	<p>Accuracy</p>	The system should be able to capture, save and display data correctly to ensure users trust in the system and overall reliability.	M	

SUPPLY CHAIN MANAGEMENT MODULE

The objective of this function is to integrate aspects of the organization’s operations management, procurement, logistics, and information technology in line with international best practices. This function should have the following requirements:

SUPPLY CHAIN MANAGEMENT REQUIREMENTS

NO.	GENERAL REQUIREMENTS	Priority	(FS, PS, CR, NS)	Comments
1.	Ability to link the procurement plan with the institutions budget.			
2.	Ability to allow the procurement workflow to move purchase requisitions through the review process, from an initial status of Draft to a final status of Approved .	M		
3.	Ability to allow members of staff to follow the requisite in obtaining the necessary authorization from departmental or sectional heads before initiating requisitions that trigger procurement process	M		
4.	Ability to automate stock maintenance and keep them at optimum levels.	M		
5.	Ability to maintain proper records on approved documents of all the accounting requirements of CLE and keep them securely.	M		
6.	Ability to determine surplus, redundant and obsolete stocks, or scrap and arrange for their transfer or disposal to the best advantage of CLE	M		

7.	Ability to ensure that all procurement procedures are followed through workflows	M		
8.	Ability to manage the following CLE approved documents for procurement: 1. Order Requisition form 2. Quotation for goods and services form 3. Local purchase Order (LPO) and Local Service Order (LSO) 4. Order Amendment Form	M		
9.	Ability to ensure quality control on the quality of goods and services.	M		
10.	Ability to ensure that the finance regulations with regards to terms of credit, capital expenditure budgets, stockholdings and payment of bills are adhered to.	M		
11.	Ability to capture the descriptions of the items required in terms of chemical or physical composition using the British Standard Specification (BS)	M		
12.	Ability to express all prices in Kenya Shillings.	M		
13.	Ability to follow correct order placement procedures using the appropriate documents: <ul style="list-style-type: none"> • Local Purchase Order (LPO) for procurement of goods • Local Service Order (LSO) for procurement of services • Indent for international procurement • Contract Documents for Contracts 			

14.	<p>Ability to manage inventory by providing company decision-makers, especially those with overall responsibility for sales, purchases, and product portfolio management, with an efficient and flexible way to get meaningful information out of the system to inform day to-day decisions. The system should also provide inventory control systems and procedures:</p> <ul style="list-style-type: none"> • Stores Inwards (for procedures followed when goods and services are supplied/received) • Stores Outwards (for the stores request) - should automate the process of directing the request for stores to the procurement manager and prepare a stores requisition note and allow flow of the process from the department head to the store's manager for signing of the requisition note to authorize issue. • Stock Taking - keep records of stock taken during quarterly exercises to identify balances in stock and check the accuracy of stock recording and condition of stock • Disposal of Stores/Supplies and Equipment 	M		
-----	--	---	--	--

15.	<p>Ability to manage the following CLE approved documents used in procurement:</p> <ol style="list-style-type: none"> 1. Stock Records: <ul style="list-style-type: none"> • Stores Ledger and Stock Control card • Stock Ledger and Stock Control Register • Inventory form • Stock taking and verification form 2. Stock Issues: <ul style="list-style-type: none"> • Counter requisition and Issue Voucher • Issue and receipt voucher • POL issue and Receipt Voucher 3. Receipts: <ul style="list-style-type: none"> • Counter Receipt Voucher • Receipt Register/ Invoice Register 	M		
16.	Ability to post sales transactions in journals and manage receivables, register customers and manage receivables using general journals.	M		
17	Ability to assign a base calendar to customers, vendors, locations, companies, shipping agent services, and the service management set up.	M		
18	Ability to calculate invoice discounts automatically.	M		
19	Ability to manage flexible item price discount structures, differentiating between special agreements with vendors.	M		
20.	Ability to manage sales quotes, blanket sales orders, and sales order processes.	M		
21	Ability to create a sales return order so as to compensate a customer for wrong or damaged items	M		

22	Ability to calculate sales tax and set up individual tax areas for each vendor.	M		
23	Ability to set up multiple addresses to manage orders from vendors that in addition to a main business address have more than one site from which they ship orders.	M		
24	Ability to set up and maintain a vendor table, post purchase transactions in journals, and manage payables.	M		
25	Ability to handle orders directly from the vendor to the customer without having to physically stock items into your inventory while still keeping track of order costs and profit.	M		
26	Ability to set up, post, and print purchase invoices and purchase credit memos while integrating with General Ledger and Inventory.	M		
27	Ability to create a purchase return order in order to compensate CLE for wrong or damaged items.	M		
28	Ability to manage multiple item purchase price discounts that you have negotiated with individual vendors as based on such parameters as minimum quantity, unit of measure, currency, item, item variant and time period.	M		
29	Ability to manage purchase quotes, blanket orders, and purchase order processes.	M		

“Appendix A”

(Amendments to Instructions to Bidders)

Clause 1.1 and 2.1

2.1 The name of the Client is: the Council of Legal Education

The method of selection is Quality and Cost Based Selection

Under this method the Technical and Financial Proposal are submitted simultaneously in separate sealed envelopes. (Two Envelope System) Evaluation of Proposal is carried out in two stages: 1. Quality and 2. Cost

1.1 Technical and Financial Proposals are requested: Yes

The name(s), address (es) and telephone numbers of the Client’s official(s) are:

1. Assistant Director
Finance Planning and Administration
Council of Legal Education
P.O. Box 829-00502,
Karen-Nairobi
ISDN Line. 0206980100
2. Senior ICT officer
Council of Legal Education
P.O. Box 829-00502,
Karen-Nairobi
ISDN Line. 0206980100
3. Senior Procurement Officer
Council of Legal Education
P.O. Box 829-00502,
Karen-Nairobi

ISDN Line. 0206980100

1.4 The Client will provide the following inputs

- (a) Letter of Introduction
- (b) Liaison Team in the Council
- (c) Office Space

2.1.5 The estimated number of professional staff months required for the assignment shall be as proposed by the bidder.

2.1.6 Taxes: VAT to be quoted and be separated from the Consultancy fee

2.5.2 Consultants must submit an original and 1 additional copy of each proposal.

SECTION V: - TERMS OF REFERENCE

Background

The Council of Legal Education is a public body corporate established under the Legal Education Act No. 27 of 2012 with the mandate to:

- Setting standards for legal education and training
- Licensing of Legal Education providers
- Recognition and approval of foreign qualifications
- Administration of Bar Examinations

In order for Council of Legal Education to realize its vision of “To assure quality legal education and training for global competitiveness”, the Council’s Strategic Plan recognizes the need for adoption of ICT technology in accomplishment of the wider mandate. It’s on this foundation that the CLE plans to implement an integrated information system commonly known as an Enterprise Resource Planning (ERP). An Enterprise resource planning (ERP) is business process management software that allows an organization to use a system of integrated applications to manage the business and automate many back office functions

The purpose of this TOR is to solicit bids from companies interested in providing consultancy services for Installation and Implementation of an Integrated Enterprise Resource Planning (ERP) System.

Objectives of the assignment

The main objective of this assignment is to modernize, automate and integrate CLE’s business processes and systems. This in turn will have the following benefits:

- To enable CLE to obtain accurate and timely business information and Improve CLE’s response to business environmental both in speed and quality decisions.
- Ensure information provided by the system is useful for decision making by management and enhance more worker collaboration and connectivity
- Reduce paper work
- Security and integrity improvements of the system
- Improve the confidence of stakeholders in the system and Council of Legal Education processes.
- Improve Service Experience

Scope of the Services

The scope of this contract will include:

Installation, Configuration and Implementation of an Integrated Enterprise Resource Planning System (ERP System) based on Microsoft Dynamics NAV with the following modules: -

- 1) Financial Management
- 2) Human Resource Management & Payroll
- 3) Student Management
- 4) Quality Assurance Management
- 5) Procurement Management

NB: Council of Legal Education has already acquired licenses for the modules above.

SECTION VI: - TECHNICAL PROPOSAL

These forms shall include

1. Technical proposal submission form
2. Firms references
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity
4. Description of the methodology and work plan for performing the assignment
5. Team composition and Task assignments
6. Format of curriculum vitae (CV) for proposed Professional staff
7. Time schedule for professional personnel
8. Activity (work schedule)

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
_____ [Title of consulting services] in accordance with your Request for Proposal
dated _____ [Date] and our Proposal. We are hereby submitting our Proposal, which includes
this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-where applicable].

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

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years

That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

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

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

1. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date: _____

[Signature of staff member]

_____ Date; _____

[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months		
			1	2	3	4	5	6	7	8	9	10	11	12			

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are months from the start of assignment)

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

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION VII: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part as follows:
 1. Financial proposal submission Form
 2. Summary of costs
 3. Breakdown of price/per activity
 4. Breakdown of remuneration per activity
 5. Reimbursable per activity
 6. Miscellaneous expenses
- 4.4. The financial proposal constitute 20% of the total sum

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		_____

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	_____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____			
Names	Position	Input(Staff months, days or hours as appropriate.)	Remuneration Rate	Amount	
Regular staff (i) (ii) Consultants Grand Total					

5. REIMBURSABLES PER ACTIVITY

Activity No: _____ Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			

2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				

SECTION VIII

C O N T R A C T FOR CONSULTING SERVICES

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the _____)day of the month of _____[month], [year], between _____, [name of client] of [or whose registered office is situated at] _____[location of office] (hereinafter called the "Client") of the one part AND

_____ [name of consultant] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the "Consultant") of the other part.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: *[Note: If any of these Appendices are not used, they should be deleted from the list]*
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided
by the Client

(v)

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____ *[name of client]*

[full name of Client's authorised representative] _____

[title] _____

[signature] _____

[date] _____

For and on behalf of _____ *[name of consultant]*

*[full name of Consultant's
authorized representative]* _____

[title] _____

[signature] _____

[date]_____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;

- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

1.6 Authorized Representatives’

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

(viii)

- 1.7 Taxes and Duties** The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract** unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach** The failure of a Party to fulfill any of its obligations under

of Contract the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension Of Time Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) if the Client in his sole discretion decides to terminate this Contract.

**2.6.2 By the
Consultant**

The Consultant may terminate this Contract by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.6.3 Payment
upon
Termination**

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the

prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

Conflict of Interests

1.2

3.2.1 Consultant Not to Benefit from Commissions, Discounts, Etc.

- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub-consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his sub consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, his sub consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be

The Consultant (a) shall take out and maintain

Taken Out by the Consultant

and shall cause any sub-consultant[s] to take out and maintain, at his (or the sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) Appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub consultants").

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents prepared by the Consultant to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant **Property** shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement Of Personnel (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and

corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

(a) The price payable in foreign currency is set forth in the SC.

(c) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services

For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents

Payment

specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Amendments of and Supplements to Clauses in the
Clause General Conditions of Contract

1.1(i) The Member in Charge is _____ *[name of Member]*

1.4 The addresses are:

Client: COUNCIL OF LEGAL EDUCATION

Telephone: 020-6980100

Telex; _____

Facsimile: _____

Consultant _____

Telephone; _____

Telex: _____

Facsimile: _____

1.6 The Authorized Representatives are:

For the Client: Assistant Director, Finance Planning and Administration

For the Consultant: _____

2.1

The date on which this Contract shall come into effect is the date on the Contract Signed by all parties or such other date as may be agreed in writing by the two parties.

Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee

2.2 The date for the commencement of Services is _____

2.3 The period shall be _____ *[length of time]*.

Note: Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.

3.21. Shall not apply

(i) Professional Liability _____

(ii) Loss of or damage to equipment and property _____

6.2(a) The amount in foreign currency or currencies is _____ *[Insert amount]*.

6.2(b) The amount in local Currency is _____ *[Insert amount]*

6.4 Payments shall be made according to the agreement made during negotiation.

APPENDICES

APPENDIX A DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B - REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

APPENDIX C- KEY PERSONNEL AND SUBCONSULTANTS

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.*
 - C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.*

APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price - foreign currency portion:

1. *Monthly rates for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion.

1. *Monthly rates for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F: CONSULTANT'S REPORTING OBLIGATION

APPENDIX G : Cost Estimate of Services, List of Personnel and Schedule of Rates.

(1) Remuneration of Staff

	Name	Rate (per month/day/hour in currency)	Time spent(number of month/day/ hour)	Total (currency)
(a)	Team Leader			
(b)				
(c)				
				Sub-Total (1)

(2) Reimbursable

	Rate	Days	Total
(a)	Air Travel		
(b)	Road Transportation		
(c)	Per Diem		
			Sub-Total (2)

TOTAL COST _____

Physical Contingency _____

CONTRACT CEILING _____

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