

**CYBER SCHOOL TECHNOLOGY SOLUTIONS LIMITED**

Date: 06/11/2023

Ref: 006/RFP/CSTS/24

Attention

Dear Sir/Madam,

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| **REF: REQUEST FOR PROPOSAL FOR THE PROVISION OF CORPORATE GOVERNANCE TRAINING.**  **NOTICE:**  **Prospective proponents are expected to carefully examine this tender dossier and comply with all its instructions, forms, provisions and specifications. Failure to submit a proposal containing all the required information and documentation within the specified deadline will lead to the rejection of the proposal.** |
| **TITLE OF ASSIGNMENT** |
| Provide Corporate Governance Training to 2 CSTS staff |
| **BACKGROUND** |
| Cyber School Technology Solutions Ltd. (CSTS) is an education service company based in Uganda devoted to empowering young learners to achieve their potential as worthy contributors towards the sustainable development of the world they live in.  CSTS has been in operation for over 15 years developing and implementing eLearning solutions in secondary schools. The company’s cardinal product is a Digital Science & Virtual Laboratory software specially curated for learners attending Ordinary Level science and Math studies in Ugandan Secondary Schools.  This unique software with over 6,000 animations, fully aligned with the national curriculum, showcases one key area of CSTS strong capacity in e-learning. The other key area which CSTS excels in, is fully integrating e-learning technologies into learning institutions through change management, training and support. CSTS has deployed it’s Digital Science and Virtual Lab software in over 1,200 secondary schools in Uganda.  In collaboration with principal educators and technology partners, CSTS has made significant strides in this space emerging as a regional leader with notable innovations in Instructional Design and 3-Dimensional Simulations. CSTS clients have routinely filed high scores with students sitting their Uganda Certificate of Education Exams, invariably attributing these remarkable results to the adoption of CSTS technology.   |  | | --- | | **OBJECTIVES** |   The objective of the assignment is to procure a service provider to conduct corporate governance for some selected Cyber School Technology Solutions Limited (CSTS) staff. Initially, the services would be provided for a period of Two (2) calendar months renewable on mutual consent of the parties.   |  | | --- | | **CONTRACT FOR DELIVERABLES** |   The selected proponent will be requested to enter into negotiations for an agreement with CSTS for the provision of the Deliverables. The term of the agreement will be based on the timeframes outlined in the successful bid proposal.   |  | | --- | | **NO GUARANTEE OF VOLUME OF WORK or EXCLUSIVITY OF CONTRACT** |   CSTS makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. CSTS may contract with others for the same or similar Deliverables to those described in the RFP. |
| **SCOPE, DELIVERABLES AND OUTPUT** |
| **Scope of the assignment:**  The work will be carried out over a period of two calendar months. Within this period, the Consultant will:  Provide a corporate governance training course with the following modules;  Module 1 - Introduction to corporate governance  Module 2 - Governance architecture  Module 3 - The governance handbook  Module 4 - Reporting  Module 5 - The company director  Module 6 - Culture  Module 7 - Strategy  Module 8 - Financial Matters  Module 9 - Risk  Module 10 - Evaluating performance  Module 11 – The non-executive director (NED)  1. Conduct a thorough analysis of the corporate governance practices and policies of the organization.  2. Develop a customized training program for corporate governance, based on the analysis report.  3. Deliver training sessions to the organization's board of directors, senior management, and employees.  4. Provide customized guidance to the organization on implementing best practices in corporate governance.  5. Contribute to enhancing the awareness of corporate governance among the organization's stakeholders.  6. Provide ongoing support to the organization for maintaining and improving corporate governance practices.  **Deliverables:**  The Consultant will provide the following key deliverables:  1. Analysis report on the organization's current corporate governance practices.  2. Customized training program on corporate governance.  3. Comprehensive training materials, including presentation decks, handouts, and other supporting materials.  4. Delivery of training sessions to the target audience.  5. Implementation guidelines for best practices in corporate governance.  6. Ongoing support for the organization in maintaining and improving corporate governance practices. The bidder shall suggest an appropriate number of sessions and their topics including number of man days required with daily rates .  **PROJECT TIME PLAN:**  a) The Bidder shall include a time plan of the training including all activities. |
| **ROLE OF IMPLEMENTING PARTNER** |
| The consultant is expected to work closely with staff of CSTS. Specifically, CSTS staff will:   * Coordinate with the consultant and support the successful execution of the assignment. * Report on the progress of the assignment to CSTS management team and other staff where necessary.   The consultant is expected to provide a high level of cooperation with the assigned staff to ensure quality deliverables of the assignment. Likewise, CSTS will support the consultant to ensure successful execution of the assignment. |
| **DURATION AND TIME FRAME** |
| The assignment is expected to begin on 15/01/2024 and be completed not later than 15/03/2024 – or as suggested by the bidder..  NB. If external conditions hamper the study process, affecting the work plan, the consultant will agree with CSTS on ways to guarantee the accomplishment of the assignment. |
| **REPORTING & COORDINATION** |
| The selected Consulting firm/consultant will report to and will submit reports to CSTS Chief Executive delivered by hand in spiral bound hard copy and by email in PDF electronic copies. Regular virtual and in-person meetings will be scheduled and brief monthly reports shall be provided by the Consultant to show progress in the work and highlight challenges encountered. In-country visits and stakeholder meetings should be closely coordinated with the CSTS General Manager and the CSTS Project Manager. |
| **FORMAT OF THE PROPOSAL** |
| The proposal should clearly indicate the following;   * Technical proposal detailing interpretation of the terms of reference (ToR), comments on the ToR if any, and why they are most suitable for the assignment (max 25 pages) * Detailed CVs of all personnel proposed to work on the assignment as well as their roles and responsibilities under the assignment. * Detailed work plan and timeline for the assignment * Report Structure * Financial proposal, quotations with detailed breakdown of tasks and costs stated in Uganda Shillings * Evidence of work experience including 3 recent accomplished assignments of similar focus and scope and respective contacts of reference |
| **QUESTIONS AND CLARIFICATIONS** |
| Tenderers may submit questions and clarifications by email until 11/12/2023, 5:00pm EAT to the following email contact: [procurement@cyberschooltech.co.ug](mailto:procurement@cyberschooltech.co.ug) |
| **INSTRUCTIONS TO SUBMIT A TENDER** |
| **Response Format**  Tenders should be electronically submitted in PDF (for narrative) and excel (for the budget).  Hand-written tenders will not be accepted.  **Content of Tenders**  Tenderers must provide sufficient information in the proposals to demonstrate compliance  with the requirements set out in the Terms of Reference.  In addition, the tender shall include documents and information below – and in the below order:  1. Copy of company registration certificate  2. List of directors  3. Copy of Memorandum and Articles of Association  4. Address of the company or offices  5. Contact person (name, email, phone)  6. Copy of tax compliance certificate  7. TIN number  8. VAT number  9. Company profile  10. Bank details  11. Copy of latest company audited accounts  12. Academic documents of the consultant.  13 Valid Trading License  14 Three letters of reference from reputable clients  15 CVs for key staff for the assignment.  16 Copies of Certifications for the major computer manufacturers (Gold, Platinum or lower levels)  NB: Failure to provide the above and in the formats stipulated may result in the disqualification of the tender.  **Consultant Qualifications**.   * **Education:** A consultant in corporate governance often holds a bachelor's or master's degree in business administration, finance, law, or a related field. Additional certifications and professional qualifications, such as Certified Governance Professional (CGP) or Certified in Risk and Information Systems Control (CRISC), may also be beneficial. * **Knowledge of Corporate Governance Principles:** The consultant should have a strong understanding of the principles and best practices of corporate governance. This includes knowledge of relevant laws, regulations, codes, and guidelines related to corporate governance, such as the Sarbanes-Oxley Act, the OECD Principles of Corporate Governance, or the UK Corporate Governance Code. * **Experience:** A consultant in corporate governance should have significant experience working in the corporate governance field. This may involve previous roles as a corporate governance advisor, board member, or executive in a company. Experience in various industries and organizations of different sizes can further enhance the consultant's expertise. * **Strategic Thinking:** The consultant should possess strong analytical and critical thinking skills, enabling them to assess complex corporate governance issues and develop practical solutions. They should be able to identify potential risks and recommend strategies to improve governance practices and processes. * **Communication Skills:** Should be able to effectively communicate complex concepts and recommendations to board members, executives, and employees. Additionally, they should possess excellent listening skills to understand the unique needs and concerns of each client. * **Ethical Conduct:** Should be able to adhere to high ethical standards and act independently and objectively. They must prioritize the interests of the organization and its stakeholders in their recommendations and guidance. Adhering to professional ethical codes and guidelines, such as those issued by the Institute of Corporate Directors or the International Corporate Governance Network, is important. * **Continuous Learning**: Should exhibit a commitment to ongoing professional development. This involves staying updated on the latest trends, research, and developments in the field through attending conferences, participating in relevant training programs, and engaging in continuous learning.   **Late tenders**  Late tenders shall not be accepted.  Cyber School Technology Solutions (CSTS) reserves the right in its sole discretion to clarify any tender after closing by seeking further information from any or all tenderers. However, tenderers are cautioned that any clarification sought will not be an opportunity to either correct or change their tender in any manner.  **Period of validity of tenders**  Tenderers shall be bound by their tenders for a period of thirty (60) days minimum from the  deadline for submission of their proposals.  **Currency of tenders**  Tenders will only be presented in Uganda Shillings (UGX).  **Language of tenders and procedure**  The tenders, all correspondence and documents related to the tender must be written in English.  **Costs of preparing tenders**  All costs incurred by the tenderers in preparing and submitting the tender are not reimbursable.  All such costs will be borne by the tenderers.  **Tender process**  The contract will be awarded to the tender offering best value for money (i.e. the tender offering the best price-quality ratio) or, as appropriate, to the tender offering the lowest price. CSTS will evaluate the tenders received against objective criteria which enable measuring  the quality of the tenders and which take into account the price.  Tenders will be examined and evaluated by the Evaluation Committee appointed by CSTS. All tenders will be assessed according to the following steps and criteria:  Opening and administrative checks: Tenders will be assessed on whether the deadline was met, if any of the requested information is missing or incorrect, and if the supporting documents requested for submission have been fully provided.  If any of the requested information is missing or is incorrect, the tender may be rejected on that sole basis and not be evaluated further.  The tenders that pass this check will be evaluated in accordance with the Evaluation Grid as  presented below:  Cumulative Analysis;  The proposals will be evaluated using the cumulative analysis method with 70% technical and 30% financial scoring. The proposal with the highest cumulative scoring will be awarded the contract.  Applications will be evaluated technically, and points are attributed based on how well the proposal meets the requirements of the Terms of Reference using the guidelines detailed in the table below:  When using this weighted scoring method, the award of the contract may be made to the individual consultant whose offer has been evaluated and determined as:  a) Responsive/compliant/acceptable, and  b) Having received the highest score from a pre-determined set of weighted technical and financial criteria specific to the solicitation.  \* Technical Criteria weighting. 70%  \* Financial Criteria weighting. 30%  Only candidates obtaining a minimum of 50 points in the Technical Evaluation would be considered for the Financial Evaluation. Interviews may be conducted as part of the technical assessment for shortlisted proposals.  Technical Criteria – 70%   |  |  | | --- | --- | | **Criteria (Quality Score)** | **Scale** | | Understanding of the ToR - Quality and extent of information provided by the proposal | 1-10 | | Proposed work plan, methodology, approach and timelines. | 1-10 | | Technical experience of the team/consultants | 1-10 | | Knowledge of gender equality and women empowerment issues (leadership) / livelihoods / GBV / social norms interventions | 1-10 | | Knowledge of safeguarding issues | 1-10 | | Experience in Strategic Management and Planning | 1-10 | | Experience in training and knowledge transfer | 1-10 |   Eventually, the price-quality ratio will be calculated by dividing the total quality score by  the price tendered.  Financial Criteria Weighting – 30%; Lowest Price  Any attempt by a bidder to influence the evaluation committee in the process of examination,  clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the decision concerning the award of the contract will result in the immediate rejection of the tender.    **Notification award and contract signature**  The tenderers will be informed in writing of CSTS’s decision concerning their tender  and, if rejected, the reasons for the negative decision.  Following the decision to award, the successful tenderer will be offered a contract based on CSTS’s standard service agreement. If the successful tenderer fails to sign and send back  the contract within five (05) working days, CSTS may consider the award  notification null and void.  **Cancellation of the tender procedure**  In the event of a cancellation of the tender procedure, tenderers will be notified by CSTS.  Cancellation may occur where and when:  1. The tender procedure has been unsuccessful in terms of quality and/or quantity (less than  3) of tenders received;  2. The economic or technical parameters of the project have been fundamentally altered;  3. Exceptional circumstances or force majeure render normal performance of the project  impossible;  4. All technically compliant tenders exceed the financial resources available;  5. There have been irregularities in the procedure, in particular where these have prevented  fair competition;  6. Eligibility criteria were not fulfilled and/or incomplete tender dossier submitted.  NB: Under no circumstances will CSTS be liable for damages or losses, whatever  their nature, in relation with the cancellation of the tender. The publication of a procurement  notice does not commit CSTS to implement the announced programme, project  or assignment.  **Ethics**  CSTS conducts its activities with the greatest respect for its stakeholders with the  aim of honoring the trust placed in it by donors and beneficiaries and achieving the goals it shares with them. It undertakes to foster and respect the rights of beneficiaries in accordance with the UN conventions (UN Convention on Human Rights, Convention on the Rights of the Child, Convention on the Elimination of All Forms of Discrimination against Women, and Convention on Racial Discrimination) and treaties and the principles of international law. Furthermore, CSTS undertakes to comply with the legal provisions, guidelines and policies of the donor (Mastercard Foundation).  CSTS takes particular care not to work with individuals or organizations involved in drug trafficking, human exploitation or people trafficking, fraud or tax evasion, or suspected of being associated with any other form of criminality or terrorism.  CSTS fosters a culture of trust and respect. It requires all employees and contractual  partners to conduct themselves correctly – everywhere and at all times.  **Insurance**  The tenderer shall bear sole responsibility for any losses or damages incurred and for personal  insurance cover (for social benefits, sickness, accident and repatriation) in relation to the tender process as well as during the execution of the assignment in case of the award of a contract.  **Proponents to Follow Instructions**  Proponents should structure their proposals in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a proposal should reference the applicable section numbers of the RFP where that request was made.  **CSTS’s Information in RFP Only an Estimate**  CSTS and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any quantities shown or data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general size of the work. It is the proponent’s responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFP.  **Communication after Issuance of RFP**  *Proponents to Review RFP*  Proponents shall promptly examine all of the documents comprising the RFP, and  (a) shall report any errors, omissions or ambiguities; and  (b) may direct questions or seek additional information in writing by email on or before the proponent’s Deadline for Questions to the CSTS Contact. All questions submitted by proponents by email to the CSTS Contact shall be deemed to be received once the email has entered into the CSTS Contact’s email inbox. No such communications are to be directed to anyone other than the CSTS Contact. CSTS is under no obligation to provide additional information.  It is the responsibility of the proponent to seek clarification from the CSTS Contact on any matter it considers to be unclear. CSTS shall not be responsible for any misunderstanding on the part of the proponent concerning the RFP or its process.  *All New Information to Proponents by Way of Addenda*  The RFP may be amended only by an addendum in accordance with this section. If CSTS, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all proponents by addenda.  Each addendum forms an integral part of the RFP. Such addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by CSTS. Proponents should confirm their receipt of all addenda by email to the CSTS Contact.  *Post-Deadline Addenda and Extension of Submission Date.*  If any addendum is issued after the Deadline for Issuing Addenda, CSTS may at its discretion extend the Submission Date for a reasonable amount of time.  *Verify, Clarify and Supplement*  When evaluating responses, CSTS may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent’s proposal. CSTS may revisit and re-evaluate the proponent’s response or ranking on the basis of any such information.  *Proposal to Be Retained by CSTS*  CSTS will not return the proposal or any accompanying documentation submitted by a proponent.  *Selection of Top-Ranked Proponent*  The top-ranked proponent, as established following the evaluation process, will receive a written invitation to enter into direct contract negotiations with CSTS.  *Timeframe for Negotiations*  CSTS intends to conclude negotiations within fourteen (14) days commencing from the date CSTS invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.  *Failure to Enter Into Agreement*  Proponents should note that if the parties cannot execute a contract within the allotted fourteen (14) days, CSTS may invite the next-best-ranked proponent to enter into negotiations. In accordance with the process rules, there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above noted timeframe, CSTS may elect to initiate concurrent negotiations with the next-best-ranked proponent. Once the above-noted timeframe lapses, CSTS may discontinue further negotiations with that particular proponent. This process shall continue until a contract is formalized, until there are no more proponents remaining that are eligible for negotiations or until CSTS elects to cancel the RFP process.  *Notification to Other Proponents*  Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Once a contract is executed between CSTS and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.  *Debriefing*  Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to the CSTS Contact and must be made within seven (7) days of notification of award. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.  *Bid Protest Procedure*  If a proponent wishes to challenge the outcome of the RFP process, it should provide written notice to the Chairman of the CSTS Contact within three working (3) days of notification of award, and CSTS will respond in accordance with its bid protest procedures.  **Prohibited Communications and Confidential Information**  *Prohibited Proponent Communications*  The proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration requirement.  *Proponent Not to Communicate with Media*  A proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the CSTS Contact.  *Confidential Information of CSTS*  All information provided by or obtained from CSTS in any form in connection with the RFP either before or after the issuance of the RFP (a) is the sole property of CSTS and must be treated as confidential; (b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Contract; (c) must not be disclosed without prior written authorization from CSTS; and (d) shall be returned by the proponents to CSTS immediately upon the request of CSTS.  *Confidential Information of Proponent*  A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by CSTS. The confidentiality of such information will be maintained by CSTS, except as otherwise required by law or by order of a court or tribunal.  Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to CSTS’s advisers retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the CSTS Contact.  *No Contract until Execution of Written Agreement*  The RFP process is intended to identify prospective vendors for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and CSTS by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.  *Non-binding Price Estimates*  While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.  *Cancellation*  CSTS may cancel or amend the RFP process without liability at any time.  **Conflict of Interest**  For the purposes of this section, the term “Conflict of Interest” means;  (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of CSTS in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or  (b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.  If the box below is left blank, the proponent will be deemed to declare that  (a) there was no Conflict of Interest in preparing its proposal; and  (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.  Otherwise, if the statement below applies, check the box below.  The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.  If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:  ……………………………………………………………………………………………………  …………………………………………………………………………………………………… |
| **APPLICATION** |
| The procurement schedule, subject to possible change, is as follows:   |  |  | | --- | --- | | Invitation to submit tenders | 07/12/2023 (Monitor) | | Deadline for requesting any clarifications | 11/12/2023 5pm | | Deadline for responding to requests for clarification | 12/12/2023 | | Deadline for submission of tenders | 15/12/2023 4pm | | Opening of tenders, administrative checks, and evaluation | 08/01/2024 | | Notification to applicants | 10/01/2024 | | Contract award and signature | 12/12/2024 | | Start date of assignment | 15/01/2024 |   The Application, CV plus detailed proposal shall be submitted before application deadline **15/12/2023 4pm** via email on [procurement@cyberschooltech.co.ug](mailto:procurement@cyberschooltech.co.ug).  Subject: **CSTS – Corporate Governance Training** |
| Proponents should submit one (1) hard copy and one (1) electronic copy in PDF format in a sealed package and by E-mail on [procurement@cyberschooltech.co.ug](mailto:procurement@cyberschooltech.co.ug)  Proposals are to be prominently marked with the RFP title and the full legal name and return address of the proponent, and with the Submission Date. In the event of a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail.  **Proposals Should Be Submitted on Time at Prescribed Location.**  Proposals should be submitted at the location set out above on or before the Submission Date. Proposals submitted after the Submission Date and Time will be rejected.  **Withdrawing Proposals**  At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the CSTS Contact and must be signed by an authorized representative. CSTS is under no obligation to return withdrawn proposals. |