

THE COUNTY ASSEMBLY OF KITUI



TENDER DOCUMENT

FOR
REQUEST FOR PROPOSAL FOR PROVISION OF WEBSITE DESIGN, HOSTING AND
INTERGRATION

TENDER NO: CAKITUI/RFP/01/2017-2018

SUBMISSION DEADLINE:
FRIDAY 22ND JUNE 2018 AT 12.00 NOON

P.O. Box 694– 90200
KITUI

EMAIL: kituiassembly@gmail.com
WEBSITE: www.kitucountyassembly.org
JUNE 2018

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LETTER OF INVITATION
COUNTY ASSEMBLY OF KITUI
OFFICE OF THE CLERK

TEL: (044)4422914
Email: kituiassembly@gmail.com
Website: www.kituicountyassembly.org



Clerk's Office,
Kitui County Assembly,
P.O. Box 694-90200,
Kitui, Kenya.

DATE-----

TENDER NO: CAKITUI/RFP/01/2017-2018

TENDER NAME: PROVISION OF WEBSITE DESIGN, HOSTING AND INTERGRATION

- 1.1 COUNTY ASSEMBLY OF KITUI invites sealed bids from eligible candidates for the provision of website design, hosting and integration
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the County Assembly of Kitui, Procurement office, along Kitui Kibwezi Road Opposite Kitui Cathedral from Monday to Friday starting 8.00 am to 4.00pm.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of Kenya Shillings one thousand only (*KES 1,000*) in form of Bankers cheque payable to *County Assembly of Kitui*. The documents can also be viewed and downloaded from the County Assembly of Kitui website www.kituicountyassembly.org at no fee. Bidders who download the documents must forward their particulars immediately for records and communication of any further clarifications to kituiassembly@gmail.com.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box , situated at the County Assembly offices or be addressed to:

CLERK OF ASSEMBLY COUNTY
ASSEMBLY OF KITUI
P.O. BOX 694-90200
KITUI

- 1.5 So as to be received on or before Friday 22ND June 2018 at 12.00 Noon. Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at the County Assembly of Kitui committee Room. Canvassing will lead to automatic disqualification. All queries regarding this tender must be in writing to the undersigned

NOTE: i. this is a two- Bid Envelope. Technical and Financial Proposal

ii. Tenders must be accompanied by a Bid Security of Kshs.20,000.00 as specified in the tender documents.

- 1.6 Any additional information, addendums or clarifications in respect to this tender will be available www.kituicountyassembly.org All bidders are advised to regularly check the website during the bidding period

CLERK OF ASSEMBLY
COUNTY ASSEMBLY OF KITUI

SECTION II - INFORMATION TO BIDDERS

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SECTION II- INFORMATION TO BIDDERS

2.1. Introduction

Bidders are expected to examine all instructions, forms, terms, and specifications in the RFP documents.

Failure to furnish all information required by the RFP documents or to submit an RFP not substantially responsive to the RFP documents in every respect will be at the Bidders risk and may result in the rejection of its RFP.

2.2. Clarification of Documents and Amendment of documents

A prospective candidate making inquiries of the RFP document may notify County Assembly of Kitui in writing or email at the entity's address indicated in the Invitation for RFPs.

County Assembly of Kitui will respond in writing to any request for clarification of the RFP documents, which it receives no later than seven (7) days prior to the deadline for the submission of RFPs, prescribed by Kitui County Assembly.

Written copies of the County Assembly of Kitui response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidder who have received the RFP documents”

County Assembly of Kitui shall reply to any clarifications sought by the Bidders within 3 days of receiving the request to enable the bidders to make timely submission of its RFP.

At any time prior to the deadline for submission of RFPs, County Assembly of Kitui, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder may modify the RFP documents by issuing an addendum.

All prospective bidders who have obtained the RFP documents will be notified of the amendment by post or email and such amendment will be binding on them.

To allow prospective bidders reasonable time in which to take the amendment into account in preparing their RFPs, CAK, at its discretion, may extend the deadline for the submission of RFPs.
Format and Signing of RFP

The original and all copies of the RFP shall be typed or written in ink and shall be signed by the bidder or a person or duly authorized to bind the bidder to the contract. The person or persons signing the RFP shall initial all pages of the RFP, except for un-amended printed literature.

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

2.3. Preparation of the proposals

The Consultants proposal shall be written in English language

2.3.2 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.

2.3.3 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. 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.

2.3.4 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 ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff stafftime) 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".

2.3.5 The Technical Proposal shall not include any financial information.

Preparation of Financial Proposal

- 2.4.1 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 D). 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.
- 2.4.2 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.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 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.

2.4.5 The Proposal must remain valid for 60 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.

2.5 **Submission, Receipt, and Opening of Proposals**

2.5.1 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.

2.5.2 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.

2.5.3 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. The inner and outer envelopes shall be addressed to:

**Clerk of Assembly
County Assembly of Kitui
P.O. Box 694-90200
Kitui**

**Bids must bear, PROVISION OF WEBSITE DESIGN, HOSTING AND INTERGRATION
and the words: "DO NOT OPEN BEFORE FRIDAY 22ND June 2018 at 12.00 PM local time."
"DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE."**

- 2.5.4 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.
- 2.5.5 After the deadline for submission of proposals, the opening committee shall open the Technical Proposal immediately. 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.
- 2.5.6 County assembly of Kitui will open all RFPs in the presence of bidders representatives who choose to attend after 12. 00 PM local time on 22nd June 2018 and in the location specified in the invitation to RFP. The bidders representatives who are present shall sign a register evidencing their attendance.
- 2.5.7 The bidders names, RFP modifications or withdrawals, RFP prices, discounts, and the presence or absence of such other details as County Assembly of Kitui, at its discretion, may consider appropriate, will be announced at the opening.
- 2.5.8 The consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, bidders are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.
- 2.5.9 The client will provide the inputs and services specified in the special conditions of contract needed to assist the bidder to carry out the assignment.
- 2.5.10 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.
- 2.5.11 The procuring entity’s employees, committee members, board members and their relative (spouse, children)

2.6 **Proposal Evaluation -General**

- 2.6.1 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.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded or finalized.

2.7 Evaluation of Technical Proposal

While preparing the Technical proposal, the bidder must give particular attention to the following:

- For all the staff who will be involved in the exercise of the proposals to manage the fund must indicate their responsibility in the assignment and the staff time as necessary.
- The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.5.2 The Technical proposal shall provide the following information;

- The individual consultants CV and a brief of any recent experience of assignment of a similar nature. For each assignment, the brief should indicate the profiles of staff involved, contract amount and the individual consultant's involvement.
 - Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
- A description of the methodology and work plan for performing the proposed assignment.
- Any additional information requested in the special conditions of contract.

2.5.3 The Technical proposal shall be separate from the financial proposal and shall not include any financial information.

2.3 Financial proposal

2.3.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursable.

2.3.2 The Financial proposal should include the payable taxes.

2.3.3 The fees shall be expressed in Kenya Shillings.

2.3.4 The Financial proposal must remain valid for 90 days after the submission date. During this period the individual consultant is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.

2.3.5 The financial proposal must comply with the law governing the profession of the consultant.

MANDATORY REQUIREMENTS FOR ELIGIBILITY

Interested bidders should note that only those meeting the criteria indicated below, as a minimum supported by the relevant documents at submission will be considered for further evaluation:

SNo	Requirements
MR1	Submission of two RFP copies original and copy
MR2	Attach copy of the receipt if the document was bought from our institution or email the company details if the document was downloaded from our website
MR3	Submission of duly filled, stamped and signed technical proposal submission form 8.2
MR4	Provision of copies of Certificate of registration /incorporation.
MR5	Provide valid tax compliance certificate, VAT/ PIN certificate.
MR6	Submission of valid business permit
MR7	The tender must be submitted with bid bond of Ksh.20,000 from a bank or insurance company
MR8	Submission of duly filled, stamped and signed Confidential Business Questionnaire 8.3
MR9	Certified audited accounts for the last two years (2016-2016 and 2016-2017) Certified by certified auditor
MR10	An undertaking (self-certificate) that the agency has resources having domain knowledge in Web Development Governance applications. Certificate from any of the Government body or equivalent as a proof.
MR11	Attach ID copies of the Directors or CR 12
MR12	Serialization/pagination of entire tender document including the attachments e.g. (1,2,3----)

2.7 Evaluation of Technical Proposals

2.7.1 The evaluation committee appointed by the procuring entity to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points and criteria.

	Criterion	Points
1	Provide company detailed company profile, capacity statement and qualifications of at least one Director. <i>Profile 2marks.capacity statement-2marks relevant qualification 2marks</i>	6
2	Provide detailed description of work experience with traceable references-provide 5 references from current clients at (least1 being a public organization) for which you provide similar services- <i>5LSOs/contracts=5mks, 5 reference letters=10marks,atleast 1 LSO from government institution=5marks</i>	20

3	An overview on how the service provide intends to engage with the consortium team when undertaking the above mentioned work	4
b)	Provide a detailed proposed methodology/ approach to this assignment, Work plan for roll, approach and schedule for completing all deliverables, tasks, subtasks or other work elements required by the scope of work(qualitative/quantitative). Once contract is signed. Has ToRs and objectives been understood	20
c)	Attach list of key personnel in charge of administration of the contract, their qualifications and competence for the assignment. <i>At least 1st degree and experience of 4 yrs. and above in relevant field =8 marks- at least1st degree and less than four years' experience in the relevant field=2marks</i>	10
	The Project team should have at least a diploma in computer Science or Information Technology with at least 2 Years' experience <i>(2Marks each for qualification and 2 Marks each for experience. A team of at least 3 personnel</i>	12
	The Service provider must provide details of the Security Certificate it intends to install on the web server	4
d)	Clear Timetable and activity plan for the assignment	4
Total Marks		80

The minimum technical score (St) required to pass is 70% (56/80) Points

SECTION IV: 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 done 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

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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3. Breakdown of price/per activity
4. Breakdown of remuneration per activity
5. Reimbursable per activity
6. Miscellaneous expenses

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]

2SUMMARY OF COSTS (PRICE SCHEDULE)

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

BREAKDOWN OF PRICE PER ACTIVITY

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

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				_____

(a) Any other cost if any.

2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee

2.7.3 Each responsive proposal will be given a technical score (ST). Any technical proposal, which fails to achieve the total minimum score indicated in the appendix to the information to tenderers, shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.

2.8 Opening and Evaluation of Financial Proposals

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the individual consultants whose proposal did not meet the minimum technical score

or were declared non-responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial proposal. They will also be invited to attend the financial opening ceremony if they wish to do so.

2.8.2 The financial proposals shall be opened by the procuring entity in the presence of the individual consultants who choose to attend the opening. The name of the financial institution, and their details shall be read out loudly and recorded in the tender opening minutes.

2.8.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$$Sf = 100 \times fm/f$$

where Sf is the financial score

Fm is the lowest fees quoted and

F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

2.8.4 The individual consultants proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formulae for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal

and P is the weight given to the financial

proposal

Note P + T will be equal to 100%

The individual consultant achieving the highest combined technical and financial score will be invited for negotiations.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for the procuring entity and the individual consultant to reach agreements on all points regarding the assignment and sign a contract
- 2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.
- 2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the bidder whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract

- 2.10.1 The contract will be awarded before commencement of negotiations to the bidder with the highest combined technical and financial scores. After negotiations are completed the procuring entity will promptly notify the other individual bidder that they were unsuccessful and return the financial proposals of the bidder who did not pass technical evaluation.
- 2.10.2 The selected bidder is expected to commence the assignment on the date indicated in the appendix to the information to bidder or any other date agreed with the procuring entity.

2.11 Confidentiality

- 2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual consultants who submitted the proposal or to other persons not officially concerned with the process, until the winning bidder has been notified that he/she has been awarded the contract.

SECTION V: TERMS OF REFERENCE

OFFICE OF THE CLERK

TEL: (044)22914
Email: kituiassembly@gmail.com
Website:
www.kituiassembly.org



Clerk's Office,
Kitui County Assembly,
P.O. Box 694-90200,
Kitui, Kenya.

COUNTY ASSEMBLY OF KITUI

REQUEST FOR PROPOSAL

PROVISION OF WEBSITE DESIGN, HOSTING AND INTEGRATION

1: INTRODUCTION/ SCOPE OF WORK

A. INTRODUCTION

The County Assembly of Kitui is one of the forty seven (47) county assemblies in Kenya that were created following the promulgation the Constitution of Kenya, 2010.

Like all the other county assemblies and as Article 176 of the Constitution states, the county Assembly of Kitui was established *inter alia* to;-

- a) to promote democratic and accountable exercise of power;
- b) to foster national unity by recognizing diversity;
- c) to give powers of self-governance to the people and enhance the participation of the people in the exercise of the powers of the State and in making decisions affecting them;
- d) to recognize the right of communities to manage their own affairs and to further their development;
- e) to protect and promote the interests and rights of minorities and marginalized communities;
- f) to promote social and economic development and the provision of proximate, easily accessible services throughout Kenya;
- g) to ensure equitable sharing of national and local resources throughout Kenya;
- h) to facilitate the decentralization of State organs, their functions and services, from the capital of Kenya; and
- i) to enhance checks and balances and the separation of powers.

B: SCOPE OF WORK

The Kitui County Assembly intends to utilize a website as primary platform for interaction with the residents of Kitui County. The website will provide among other services, Email, Job Application and processing, E-tendering, and automation among others.

Contractor will be expected to provide hosting, maintenance and support for the assembly website at the agreed rate for one year which can be renewed subject to satisfactory performance, supply all equipment, materials, supplies and tools required to perform the Services, Specify and guarantee business continuity, provide necessary plug-ins, Integration with the existing systems and provide interactive platform with all social media sites.

1.2 Project Description

The goal is to develop a user-friendly information and knowledge "hub" that can deliver large amounts of constantly changing information and knowledge products to our key audiences. Pre-authenticated users will have access to specified information not available to un-authenticated users. The site front-end will interface with a database where users can search for material in our resource collection. The back-end of the database will ideally be updated through a browser-based interface. In addition to a user-friendly front-end interface, we require an intuitive user-friendly CMS back-end interface for our personnel to easily update and manipulate the placement of key groups of content. To be effective, our website must be:

- Easy and intuitive to navigate and update
- Provide an intuitive search functionality connecting to an easily updated database
- Provide customized content for authenticated users
- Accessible design meeting the WCAG 2.0 guidelines
- Safe and secure

Specific program managers will manage web publishing processes, using a WYSIWYG system with a browser-based user interface. Administration of web content will be based on roles to control access and work flow (e.g. author, reviewer/editor, publisher) to be decided in the discovery and development process.

1.3 BUDGET

The proposed budget Estimate is KES 2,000,000

2. GUIDELINES

2.1 Overview

The scope of this project is to create a new information site with two major technical components. Proposals should itemize and price each component separately.

Component A - A website that presents information in a dynamic user-friendly manner (through RSS feeds, multimedia embeds, and graphics). The site must allow staff to easily and cost effectively update content and modify site design after the initial launch. The site content will be developed in-house by Kitui County Assembly's staff, with a significant amount brought over from existing web properties.

Component B - A database platform accessible to the public through a website search interface. The database must be able to contain records of various types of resources (e.g. a library catalogue, web links to community events, and a documents repository). The database must be easily updated and expandable in house. The search feature must be easy and intuitive to use, provide faceted classification and graphic features to increase successful usability.

Both components A & B should include the following two phases:

Phase I: Discovery

Working with the information management team at Kitui County Assembly, the developer will confirm overall audiences, objectives, graphic look and feel, navigation, database structure and layout, search logic and parameters, technology issues and assumptions, required functionality, phasing, and budgetary constraints.

Phase II: Site Development, Testing, Training and Deployment

Implementation of the specifications as determined during Phase I, including testing and time to respond to issues identified through testing. Training on using the CMS and other applications should be provided in-depth to key staff members and an overview once to a staff group. Kitui County Assembly's information management team will work closely with the developer on site planning, interface design and information architecture.

Additionally there will be a post deployment monitoring period for additional technical issues and required fixes. A third phase of maintenance, ongoing development and hosting will be negotiated during the engagement.

2.2 Website Requirements

Kitui County Assembly encourages creativity in the proposals submitted; however there are certain requirements for the website project. The website designed by the successful candidate must meet the following criteria:

- Built on a content management system that will permit non-technical staff to easily update website content (WYSIWYG editor) and modify limited structural elements of the site (e.g. menu order, side bar items, header/footer).
- The CMS should provide basic reporting capabilities for specific functions e.g. dead URL checking. To be determined during the Discovery phase.
- Site must be compatible with the most current browser versions.
- Site must be scalable for mobile technology.
- Common Theme - Each section of the site should have a common look and feel, branding elements (logos, colour palette, fonts) and will be provided by Kitui County Assembly's graphic designer.
- Easy to Navigate - The site menu structure should follow a user-friendly format presented in a logical manner and require a limited number of "drill downs" for the user to find the desired information.
- User authentication - The site must connect with a user authentication system. Authenticated access will provide specified users privileged pages of content and services.
- Automated feed features - RSS feed capabilities to generate feeds from our content and display feeds from generators.
- Site search - Ability to search the site with key words or phrasing that will identify content throughout the site (including a pdf search).
- Tracking - User stats will be tracked through Google Analytics.

2.3 Database requirements

The database back-end should provide Kitui County Assembly's information management staff the ability to easily update the database and manage the information contained within it. We welcome solutions that include the use of this software or alternatively offer a solution that allows an import from the existing database, meeting the below requirements.

Back-end requirements include:

- Back-end interfaces with Web output functionality.

- Ability to create additional databases at a later date if necessary AND build a search interface for those new databases. Ideally this could be accomplished by in house staff.
- Must support hierarchical, faceted classification taxonomy for multiple fields.
- Ability to create custom reports on specified field sets (e.g. Dead URL link-check function saved sets by date, collection type).
- Ability to attach electronic files to records directly (e.g. PDFs, PowerPoint presentations, text documents) and provide links to other web-based items (that we do not host).
- Generate an RSS feed of resources based on specified query logic models.
 - Connection to the database back-end should be internet browser-based, allowing updating access via the web. Changes can be made live by Kitui County Assembly staff.

Front-end requirements include:

- A user-friendly, transparent search function including:
 - Faceted search listing available developed from predetermined 'attributes' (title, author, keywords, etc.).
 - Free-text search field that searches ALL fields in a record; the facets would be used to refine this type of search.
 - Hyperlink attributes (clicking on an attribute from inside a record will display a list of all other records tagged with that particular attribute).
 - Search within pdfs that are linked as resources in the collection.
 - Should be simple for us to include full or limited searches on any of the site's pages.
 - Free-search should correct for common spelling errors, and look for synonyms (e.g. "chairity" would look for charity, charities, philanthropy).
- Results report view should provide visuals indicating the format of document, options to select, add to a list, save for later, share and "order/borrow".
- End-user can select items with check boxes to create a list. Email the list, save search history, and print list options.
- Potential to provide mail alerts to approved users in specific criteria categories.
- Items are easily shared with "Social" functions (e.g., Facebook, Twitter, etc.)
- Ability for staff to generate and provide links or feeds from canned searches.

- Identify format of resource with an icon (e.g., book, video, PowerPoint, etc.)

2.3 Use tracking and user management

- Tracking of user search strings, queries, free text search strings, facet selections.
- Tracking of downloads, complete and incomplete actions.

2.4 Testing, Training and Sign-off

Testing - We expect testing of site in all applicable browsers and mobile devices to ensure website is both functional and user-friendly. We require that adequate response time to fixes is built in both pre- and post-launch.

Training - We require the developer to provide detailed user training on CMS and database solutions to key staff members (small group). General training on the CMS will be delivered to a larger group of staff members and further supported by a selected Kitui County Assembly staff person on;

Understanding Business Goals & Objectives - discussions with relevant officers to be in line with the goals & objectives for the website program. Develop internal alignment on role of website/CMS and identify any key risks.

Analysis of Current Web Systems & Processes - workshops with department leaders to identify areas for systems & process improvement. Analyze gaps in capabilities and workflows to determine where automation can drive efficiencies. Discuss any new systems that should be added and the implications.

Develop Business Requirements - based on business process analysis, work with key stakeholders to develop web requirements

Delivery and Sign off - Prior to final sign-off, Kitui County Assembly requires delivery and uploading of site to an outside third party, or hosting by consultant (to be determined). Once the website has been completed and accepted by Kitui County Assembly, the website design and all of its contents, software and architecture become Kitui County Assembly's property.

2.5 Back-end Integration Services

Email Integration - provide integration with the County Assembly of Kitui email services to allow for real-time messages to be sent to website visitors, following the completion of forms or transactions. Notifications of website activity (leads) can be sent automatically to teams of interest and system administrators.

Web Analytics Integration - integrate new website/CMS with existing Google web analytics systems to provide accurate reporting on website activity. The vendor may choose to use other web analytics so long as the objective is not lost.

Database Integration - provide a connection between our back-end databases and front-end website.

Search Engine Optimization - Search Engine Indexing - submit our new website to Google, Yahoo!, Ask.com, and other popular search engines to ensure we are indexed.

Meta-Tags, Keywords, & Page Titles - ensure that each web page has the appropriate page title, keywords, or any other meta-tags that are required.

Paid-Search Campaign Planning - provide insight & advice for Google AdWords or other pay-per-click search engine marketing campaigns.

Natural Search Optimization - test content structure, linking strategies, and sitemap to ensure consistent natural search engine page rankings. Follow Google's 'PageRank' methodology and Webmaster Guidelines to ensure best practices are followed. We expect to be found within the first 10 results.

3. Scope of Work

Kitui County Assembly seeks to contract the services of reputable IT firm to provide application development, installation, configuration and training services. The Assembly is interested in the following applications:-

1. Website Redesign
2. Recruitment System
3. Leave Management System

3.1 WEBSITE REDESIGN

Kitui County Assembly would like to revamp and make various improvements on the Assembly's website <https://www.kituicountyassembly.org/>. These include improvements on website structure, layout design, and navigation, ease of accessibility, usability, responsiveness, interactivity, maintenance/update and information retrieval.

WEB CONTENT

The redesigned website should have the following content:

- Vision, Mission and core values of the Assembly.

- County background information, Wards, Constituencies, Wards.
- Background of the Assembly
- Leadership of the Assembly
- Members of County Assembly
- House Business
- Committees
- Careers and job opportunities in the Assembly.
- FAQs
- Tenders Advertisements
- News/Media Centre/ Press release information/Gallery
- Assembly Contact Information
- Link to other social media platform
- Link for staff emails and a capacity to link with other emails

REQUIREMENTS

The web developer shall be responsible for revamping the website subject to the requirements stated below. The tasks shall include:-

- Review the existing website, critic and highlight the areas of improvements
- Designing the new interface, producing customized icons, images and animations, scripting, uploading and transfer of files, testing and debugging, providing user's documentation and training of key internal staff for maintenance.
- Redesign the look and feel of the new website to make it visually appealing (i.e. with attractive mix of the organization colour, texts and graphics), with a unified theme and design and easy to navigate (i.e. no more than 3 levels of: drill down" for a user to find desired information).
- Create interactive map showing the locations of the Assembly office.
- Create/customize an open source content management system (CMS) that is reliable and with support base and will permit non-technical staff to instantly update web site content, add modules or sections and integrate such as but not limited to user tagging, content commenting, social networking, peer-to-peer sharing and blogging.
- Transferring of substantial amounts of existing content/data to a new website.

- Provide search capabilities using key words or phrasing that will identify content throughout the site.
- Incorporate the following capabilities to the website:-
 - Embedded discussion forum tied to the organization knowledge base/ mailing list.
 - Create an online library (e-resource portal) with restrictions.
 - Projects page
 - Photo Albums.
 - Live streaming
 - RSS feeds.
 - Advanced search Engine.
 - Content forwarding and commenting.
 - Content archiving.
 - Administrator and user-level-access.
 - Provide links to related association and Assembly entities.
- Implement a tracking application to produce user defined site log reports to measure web visitor behaviour and improve web site performance and availability.
- Provide training to key organization staff on the maintaining, uploading and securing the new website.
- The new website must also meet the following compatibility requirement such as:-
 - Site must be compatible with all the latest internet browser (IE, Firefox, Chrome, Safaris etc.).
 - Site must be built in accordance to the Web content accessibility guidelines 2.0 provided by the W3C and should also be easily accessible to the novice as well as the experienced internet user.
- Provide a copy of the new website on CD/DVD/Shared Drive/Flash Disk.
- The website should be re-designed to:
 - Support a Customer Relation Management questionnaire and feedback System.
 - Support Frequently Ask Questions.
 - Support for online advertised jobs.
 - To have a search Engine which searches website content and links

- To have a back-end-tool to database content that is supported via online forms.
 - To be engaging
 - To have an event calendar
 - To have a video gallery component that allows display of video media in an organized and manageable layout on the internet.
- Implement a news and announcement application that allows an unlimited number of news categories or types to be added to the site with an unlimited number of items allowed to be added within each individual category.
 - Provide a subscription functionality that allows site visitors to subscribe to one or more site topics and receive updates through an e-mail, subscription application may contain an unlimited amount of categories and has the
 - Implement a central photo and image repository for the posting and display of images, within the gallery vendor shall allow the creation of an unlimited number of categories.

Ability to upload multiple photos to quickly create and publish entire photo albums on the website.
 - The website should enable:-
 - Creation of slideshows using multiple images and common tools found in the image management portion of the website content management system.
 - Easy embedding of audio, video, media and social-networking applications with associated embedded Codes.
 - Integration with common social-networking applications such as face book, Twitter,
 - Instagram etc.
 - Users to log in and provide feedback.
 - Build discussion forum that allow the regular users to see and post comments on topical issues on a daily basis. The forum will represent the public interface of the public.
 - Build a feedback form.

WEBSITE CONTENT MANAGEMENT SYSTEM

The service provider should setup a content Management system (CMS) for easy upload and update of county information i.e. the system must allow the administrators preferably do the following activities:-

- A way to add, edit and move content directly to a webpage without the need to utilize or be trained on a back-end administrative system.
- Quick and easy access to add and update calendar listings, with editing methods available through robust back-end interface.
- The CMS must have a rich text editor for the content additions and updates that, while allowing flexibility for the higher-end content contribution, it is simple and straight forward.
- Notification of expiration of site content shall be received through notifications available via e-mail notifications.
- All published content on the website shall be automatically archived and retrievable at any time without having to refer to back-up devices.
- Access to site search statistics, including the ability to filter searched terms by date and time, search terms should have the ability to be exported.
- A non-separable user permission system with multiple levels of rights that defines in-system rights and workflows for both general content and modular applications that are included as a part of the CMS.
- An administrative dashboard with a customized interface that displays critical shortcuts, on-site system that displays administrative message and updated information.

2. LEAVE MANAGEMENT SYSTEM

Kitui County Assembly would like to automate leave requisition and approval process for its staff. The leave management system should have the following capabilities:-

- Employee data management e.g. names, ID numbers, bank details, position, PF Number, Date of Employment, next of kin and their contacts etc.
- Leave data management e.g. holidays, sick leave, annual leave, paternity leave, leave balances etc.
- County Staff online portal for leave application and approval.
- Email notification for leave application status/approval requests.

- Leave approval workflow.
- Generate leave reports e.g. employee leave balances, employees on leave etc.
- System should have inbuilt security features e.g. strong passwords, user rights/roles, user access matrix etc.
- The system should be reliable, available (24/7), compatible to many commonly used platforms, easy to maintain and update etc.

The selected vendor will be required to implement the system and train human resources and ICT on system use.

3. RECRUITMENT SYSTEM

Kitui County Assembly would like to automate county jobs recruitment process for the public. The recruitment system should have the following capabilities:-

- Vacancy posting: - the human resource department should be able to populate job vacancies from the back end and publish on the job portal linked to Assembly's website.
- Shortlisting and interview scheduling: - human resource staff should be able to shortlist applicants and schedule interviews.
- The system should have automated timers for activation/deactivation of application links based on pre-set timestamps.
- A file system for the storage/management of applicants' files/uploads e.g. curriculum vitae, copies of certificates etc.
- General public online portal for job application and submission.
- Email notifications to applicants and assembly staff on the statuses of applications.
- Job application, shortlisting and selection workflow.
- Generate job application reports e.g. number of applicants per vacancy, missing documents etc.
- System should have inbuilt security features e.g. strong passwords, user rights/roles, user access matrix etc.
- The system should be reliable, available (24/7), compatible to many commonly used platforms, easy to maintain and update etc.

The selected vendor will be required to implement the system and train human resources and ICT on system use.

Notes on the Standard Forms:

8.1 Technical Proposal Submission Form

This form must be completed by the Bidder and submitted with the tender documents. It must also be duly signed by duly authorized representative of the Bidder.

8.2 Confidential Business Questionnaire Form

This form must be completed by the Bidder and submitted with tender documents

8.3 Tender Security Form

When required by the tender document the Bidder shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

8.4 Contract Form

The Contract form shall not be completed by the Bidder at the time of submitting the Bidder at the time of submitting the tender. The contract form shall be completed after contract award.

8.5 Performance Security form

The performance security form should not be completed by the Bidder at the time of tender preparation. Only the successful Bidder will be required to provide performance security in the sum provided herein or in another form acceptable to the procuring entity.

8.6 Bank Guarantee for Advance Payment.

When there is an agreement to have Advance payment, this form must be duly complet

8.7. Manufacturer's Authorization Form

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.

8.8 Form of tender

8.9 Letter of Notification of Award

8.10 Declaration Form

8.11 Details of Sub-contractors

8.12 Form of written Power-of-Attorney (s)

8.1 FORM OF TENDER

TO: _____ [Name of Employer] _____ [Date]
_____ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of
Kshs. _____ [Amount in figures] Kenya
Shillings _____ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive. Dated this _____ day of _____ 20 _____
Signature _____ in the capacity of _____

Duly authorized to sign tenders for and on behalf of
_____ [Name of Tenderer]

of _____ [Address of Tenderer]

Witness; Name _____

Address _____

Signature _____

Date _____

8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business
 You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business.....

Registration Certificate No.

Maximum value of business which you can handle at any one time Kshs.

Name of your bankers Branch

Part 2 (a) – Sole Proprietor			
Your name in full		Age	
..... Nationality		Country of origin	
Part 2 (b) Partnership			
Given details of partners as follows:			
Name	Nationality	Citizenship Details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
Part 2 (c) – Registered Company			
Private or Public			
State the nominal and issued capital of company-			
Nominal Kshs.....			
Issued Kshs.....			
Given details of all directors as follows			
Name	Nationality	Citizenship Details	Shares
1.....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....
4.....	.....	.....	.....
5.....	.....	.....	.....
Date		Seal/Signature of Candidate	

8.4 TENDER SECURITY FORM

Whereas [*Name of the Bidder*]
(Hereinafter called "the Bidder") has submitted its tender dated [*Date of submission of tender*] for the supply, installation and commissioning of [*Name and/or description of the Goods/Services*]
(Hereinafter called "the Tender") KNOW ALL PEOPLE
by these presents that WE of
..... having our registered office at
(Hereinafter called "the Bank"), are bound unto
..... [*Name of procuring entity*] (Hereinafter called "the Procuring entity") in the
sum of
..... For which payment well and truly to be made to the said
Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the
Common Seal of the said Bank this day of 20 ..

THE CONDITIONS of this obligation are:-

1. If the Bidder withdraws its Tender during the period of tender validity specified by the Bidder on the Tender Form; or
2. If the Bidder, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to Bidders;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

[Signature of the bank]

(Amend accordingly if provided by Insurance Company)

8.5 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____ between
..... [*name of Procurement entity*] of [*Country of Procurement entity*]
(Hereinafter called “the Procuring entity) of the one part and [*Name of Bidder*]
of [*City and country of Bidder*] (Hereinafter called “the Bidder”) of the other
part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part
of this Agreement viz:
 - (a) The Tender Form and the Price Schedule submitted by the Bidder
 - (b) The Schedule of Requirements
 - (c) The Technical Specifications
 - (d) The General Conditions of Contract
 - (e) The Special Conditions of contract; and
 - (f) The Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the Bidder as
hereinafter mentioned, the Bidder hereby covenants with the Procuring entity to provide the
goods and to remedy the defects therein in conformity in all respects with the provisions of this
Contract
4. The Procuring entity hereby covenants to pay the Bidder in consideration of the provisions
of the goods and the remedying of defects therein, the Contract Price or such other sum as may
become payable under the provisions of the Contract at the times and in the manner prescribed
by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the Bidder in the presence
of _____)

8.6 PERFORMANCE SECURITY FORM

To
[Name of procuring entity]

WHEREAS [Name of Bidder] (Hereinafter called “the Bidder”)
has undertaken, in pursuance of Contract No. [Reference number of the
contract] dated 20 to supply
..... [Description of goods] (Hereinafter called
“the Contract”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the
Bidder, up to a total of [amount of the guarantee in words and figure]
and we undertake to pay you, upon your first written demand declaring the Bidder to be in
default under the Contract and without cavil or argument, any sum or sums within the limits
of [Amount of guarantee] as aforesaid, without you needing to prove or to
show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20

Signed and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

8.7 BANK GUARANTEE FOR ADVANCE PAYMENT

To
[Name of procuring entity]

[Name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment,

..... [Name and address of Bidder](hereinafter called "the Bidder") shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract an amount of [Amount of guarantee in figures and words].

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

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

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

Yours truly,

Signature and seal of the Guarantors

[Name of bank or financial institution]
[Address]
[Date]

8.8 MANUFACTURER'S AUTHORIZATION FORM

To [name of the Procuring entity]

WHEREAS [Name of the manufacturer] who are established and reputable manufacturers of [Name and/or description of the goods] having factories at [Address of factory] do hereby authorize [Name and address of Agent] to submit a tender and subsequently negotiate and sign the Contract with you against tender No. [Reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[Signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.

8.9 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

8.11 DETAILS OF SUB-CONTRACTORS

If the Bidder wishes to sublet any portions of the works under any heading, he must give below details of the sub-contractors he intends to employ for each portion. Failure to comply with this requirement may invalidate the tender.

Portion of works to be sublet:.....

(i) Full name of Sub-contractor and address of head office:

.....

(ii) Sub-contractor's experience of similar works:.....

...

(Increase the list if more than one)

.....
(Signature of the bidder)

.....
(Date)

8.12 FORM OF WRITTEN POWER-OF-ATTORNEY (S)

The Bidder consisting of a Joint Venture shall state here below the name and address of his representative who is authorized to receive on his behalf correspondence in connection with the Proposal.

.....
(Name of Bidder's Representative in block letters)

.....
.....
(Address of Bidder's Representative)

.....
(Signature of Bidder's Representative)

**PROFESSIONAL CONSULTANTS
(Lump-sum payments)**

This Agreement, [hereinafter called “the Contract”) is entered into this [insert starting date of assignment], by and between.

_____ [insert Client’s name] of [or whose registered office is situated at] _____ [insert Client’s address] (hereinafter called “the Client”) of the one part AND

- _____ [insert Consultant’s name] of [or whose registered office is situated at] _____ [insert Consultants address] (hereinafter called “the Consultant”) of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as “the Services”, and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. Services

(i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Service, “which is made an integral part Of this Contract.

(ii) The Consultant shall provide the personnel listed Appendix B, “Consultant’s Personnel,” to perform the Services.

(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”

(Appendices A, B, and C to be prepared as appropriate)

2. Term

The Consultant shall perform the Services during the period commencing on____[insert starting date] and through to_____[insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed_____[insert amount]. This amount has been established based on the understanding that it includes all the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.) Kshs. __ upon the Client’s receipt of the Draft report, acceptable to the Client; and Kshs. _____ upon the Client’s receipt of the Final report, acceptable to the Client.

Kshs. _____ Total

C. Payment Condition

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. 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.

4. Project Administration

The Client designates _____ [insert name] as Client's Coordinator;

A. Coordinator

The Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.

B. Reports

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5 Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract or the Client's business or operations without the Prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant not to be engaged in certain Activities

The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant 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.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. **Assignment**

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language

12. Dispute Resolution

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall 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.

For the Client

Full name _____

Title _____

Signature _____

Date _____

For the Consultant

Full name _____

Title _____

Signature _____

Date _____

**REQUEST FOR REVIEW FORM REPUBLIC
OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**
APPLICATION NO.....OF.....20.....
BETWEEN

.....APPLICANT
AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*)
of

.....dated the...day of20.....in the matter of Tender
No.....of
.....20.....

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-

- 1.
- 2.

By this memorandum, the Applicant requests the Board for
order/orders that: 1.

- 2.

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

.....20.....

SIGNED

Board Secretary

