



**AGRICULTURE AND FOOD AUTHORITY**

**TENDER DOCUMENT FOR**

**DESIGN AND DEVELOPMENT OF AGRICULTURE AND FOOD AUTHORITY  
WEBSITE AND 8 (EIGHT) MICROSITES**

**TENDER NO: AFA/T/ 04/2018-2019**

**Tea House Naivasha Road of Ngong road**

**P.O. Box 37962 - 00100 Nairobi Kenya:**

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**Telephone: 3872421/3872497/3874445/6 | Mobile: 0722-  
200556/0734-600994**

**Wireless: 020-2536869/2536886**

**CLOSING DATE: 26<sup>TH</sup> SEPTEMBER, 2018 TIME: 10:00 A.M**

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## **SECTION I - INVITATION TO TENDER**

The Agriculture and Food Authority invites sealed tenders from eligible firms to **Design and Development the Authority website and its eight microsites**

Further information as pertains to this tender may be obtained during working hours

(Monday to Friday) between 8:00 am and 5:00 pm using the following address: **The Agriculture and Food Authority, Tel: +254 20 2861200/2861206, Procurement Office 2<sup>nd</sup> Floor, Tea House, Naivasha Road off Ngong Road, Nairobi.**

A complete set of tender documents containing detailed information may be downloaded from the **IFMIS website: [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) or Agriculture and Food Authority website: [www.Authority.go.ke](http://www.Authority.go.ke) for free.** Bidders who download the tender document are advised to email their contact address using the email: [tenders@Authority.go.ke](mailto:tenders@Authority.go.ke) before the tender closing date. Prices quoted should be inclusive of all taxes and delivery costs and must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the **tender number** and **name** and be deposited in the Tender Box located at the reception - Tea House or Addressed to:

**The Director General  
Agriculture and Food Authority  
Tea House, Naivasha Road, off Ngong Road  
P. O. Box 37962 - 00100  
NAIROBI**

so as to be received on or before (**Wednesday, 26<sup>th</sup> September 2018 at 10.00 a.m. Local Time**) Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend at the **Agriculture and Food Authority Tea House Ground floor room 1.**

**For further inquiries, please call: 254 20 3872421/ 3872497/ 387445/6  
Cell: 254 722 200556 or 254 734 600994 email: [info@Authority.go.ke](mailto:info@Authority.go.ke) or [tenders@Authority.go.ke](mailto:tenders@Authority.go.ke)**

FOR: **DIRECTOR GENERAL**

## **SECTION II - INSTRUCTIONS TO BIDDERS**

### **2.1 Eligible Bidders**

- 2.1.1 This Invitation for Tenders is open to all bidders eligible as described in the Invitation to Tender. Successful bidders shall complete the delivery of the design, development and implementation of the Corporate Intranet and Website by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The Authority's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Bidders shall provide the qualification information statement that the bidder (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Agriculture and Food Authority to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Bidders involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Eligible Goods**

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the bidder.

### **2.3 Cost of Tendering**

- 2.3.1 The Bidder shall bear all costs associated with the preparation and submission of its tender, and the AUTHORITY, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
  - 2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000.00/=.
- All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.

### **2.4 The Tender Document**

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Bidders:

- (i) Invitation to Tender
- (ii) Instructions to bidders
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

2.4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the bidders risk and may result in the rejection of its tender.

## **2.5 Clarification of Documents**

2.5.1 A prospective bidder requiring any clarification of the tender document may notify the Authority in writing by email **(*tenders@Authority.go.ke*)** or by post at the entity's address indicated in the Invitation to Tender. The Authority will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the AUTHORITY's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the tender document.

2.5.2 The Authority shall reply to any clarifications sought by the bidder within 3 days of receiving the request to enable the bidder to make timely submission of its tender.

## **2.6 Amendment of Documents**

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

## **2.7 Language of Tender**

2.7.1 The tender prepared by the bidder, as well as all correspondence and documents relating to the tender exchange by the bidder and the AUTHORITY, shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.8 Documents Comprising of Tender**

2.8.1 The tender prepared by the bidders shall comprise the following components:

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below;
- (b) documentary evidence established in accordance with paragraph 2.1.2 that the bidder is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the bidder are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Forms**

2.9.1 The bidder shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods/services to be supplied, a brief description of the goods/services, their country of origin, quantity, and prices.

## **2.10 Tender Prices**

2.10.1 The bidder shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the AUTHORITY.

2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.10.4 The validity period of the tender shall be **120 days** from the date of opening of the tender.

## **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Bidders.

## **2.12 Evaluation Criteria - Bidders Eligibility and Qualifications**

- 2.12.1 Pursuant to paragraph 2.1 the bidder shall furnish, as part of its tender, documents establishing the bidder's eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the bidders' eligibility to tender shall establish to the AUTHORITY's satisfaction that the bidder, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1.
- 2.12.3 The documentary evidence of the bidder's qualifications to perform the contract if its tender is accepted shall be established to the AUTHORITY's satisfaction;
- (a) that, in the case of a bidder offering to supply goods/services under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods/services;
  - (b) that the bidder has the financial, technical, and production capability necessary to perform the contract; and
  - (c) that, in the case of a bidder not doing business within Kenya, the bidder is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Bidder's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13 Goods/Service Eligibility and Conformity to Tender Documents**

- 2.13.1 Pursuant to paragraph 2.2 of this section, the bidder shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods/services which the bidder proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods/services to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods/services;
  - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of three (3) years, following commencement of the use of the goods by the AUTHORITY; and

- (c) a clause-by-clause commentary on the Authority's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

- 2.14.1 The bidder shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Bidders.
- 2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the Authority against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7.
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents, A guarantee by a deposit taking microfinance institution, Sacco Society , the Youth Enterprise development fund or the Women Enterprise Fund or another form acceptable to the Authority and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Authority as non-responsive, pursuant to paragraph 2.22.
- 2.14.6 Unsuccessful Bidder's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Authority.
- 2.14.7 The successful Bidder's tender security will be discharged upon the bidder signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28.
- 2.14.8 The tender security may be forfeited:
- (a) if a bidder withdraws its tender during the period of tender validity specified by the Authority on the Tender Form; or

- (b) in the case of a successful bidder, if the bidder fails:
  - (i) to sign the contract in accordance with paragraph 2.27; or
  - (ii) to furnish performance security in accordance with paragraph 2.28.

## **2.15 Validity of Tenders**

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

2.15.2 In exceptional circumstances, the AUTHORITY may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A bidder may refuse the request without forfeiting its tender security. A bidder granting the request will not be required nor permitted to modify its tender.

## **2.16 Format and Signing of Tender**

2.16.1 The Bidder shall prepare three copies of the tender, clearly marking each ORIGINAL TENDER AND COPY OF TENDER.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender.

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

## **2.17 Sealing and Marking of Tenders**

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

2.17.2 The inner and outer envelopes shall:

- (a) be addressed to the Authority at the address given in the Invitation to Tender:
- (b) bear tender number and name in the Invitation for Tenders and the words, "**DO NOT OPEN BEFORE 26<sup>TH</sup> September, 2018 AT 10.00 a.m.**"

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

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Authority will assume no responsibility for the tender's misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the AUTHORITY at the address specified under paragraph 2.17.2 no later than **Wednesday, 26<sup>th</sup> September, 2018 at 10.00 a.m.**

2.18.2 The AUTHORITY may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the AUTHORITY and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.19 Modification and Withdrawal of Tenders**

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

2.19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the bidder on the Tender Form. Withdrawal of a tender during this interval may result in the Bidder's forfeiture of its tender security, pursuant to paragraph 2.14.7.

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

2.19.6 The AUTHORITY shall give prompt notice of the termination to the bidders and on request give its reasons for termination within 14 days of receiving the request from any bidder.

## **2.20 Opening of Tenders**

2.20.1 The AUTHORITY will open all tenders in the presence of bidders' representatives who choose to attend, on **Wednesday 26<sup>th</sup> September, 2018 at 10.00 a.m.** and in the location specified in the Invitation to Tender.

The bidders' representatives who are present shall sign a register evidencing their attendance.

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

2.20.3 The AUTHORITY will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

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

2.21.2 Any effort by the bidder to influence the Authority in the Authority's tender evaluation, tender comparison or contract award decisions may result in the rejection of the bidders' tender.

## **2.22 Preliminary Examination**

2.22.1 The Authority will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Authority may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Authority will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The AUTHORITY's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Authority and may not subsequently be made responsive by the bidder by correction of the non-conformity.

## **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, the Authority will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.24 Evaluation and Comparison of Tenders**

2.24.1 The Authority will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

2.24.3 Authority's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.24.4 and in the technical specifications:

- a) Operational plan proposed in the tender;
- b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.24.4 Pursuant to paragraph 2.24.3 the following evaluation methods will be applied:

a) **Operational Plan.**

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

b) **Deviation in payment schedule.**

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

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

2.24.6 To qualify for contract awards, the tendered shall have the following:-

- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- b) Legal capacity to enter into a contract for procurement.

- c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- d) Shall not be debarred from participating in public procurement.

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

## **2.25 Preference**

2.25.1 Authority will grant a margin of preference to goods/services manufactured/originating in Kenya for the purpose of bid comparison in accordance with the current laws.

## **2.26 Contacting the Agriculture and Food Authority**

2.26.1 Subject to paragraph 2.21 no bidder shall contact the Authority on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a bidder to influence the Authority in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Bidder's tender.

## **2.27 Award of Contract**

### **(a) Post-qualification**

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

2.27.2 The determination will take into account the bidder financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to paragraph 2.12.3 as well as such other information as the Authority deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the Bidder's tender, in which event the Authority will proceed to the next lowest evaluated tender to make a similar determination of that Bidder's capabilities to perform satisfactorily.

### **(b) Award Criteria**

2.27.4 The Authority will award the contract to the successful bidder(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided

further that the bidder is determined to be qualified to perform the contract satisfactorily.

**(c) Authority's Right to Vary Quantities**

2.27.5 The Authority has no right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

**(d) Authority's Right to accept or Reject any or All Tenders**

2.27.6 The Authority reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Authority's action.

**2.28 Notification of Award**

2.28.1 Prior to the expiration of the period of tender validity, the Authority will notify the successful bidder in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.28.3 Upon the successful Bidder's furnishing of the performance security pursuant to paragraph 2.28, the Authority will promptly notify each unsuccessful Bidder and will discharge its tender security, pursuant to paragraph 2.14.

**2.29 Signing of Contract**

2.29.1 At the same time as the Authority notifies the successful bidder that its tender has been accepted, the AUTHORITY will send the bidder the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the Authority.

**2.30 Performance Security**

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Authority, the successful bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Authority

2.30.2 Failure of the successful bidder to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds

for the annulment of the award and forfeiture of the tender security, in which event the AUTHORITY may make the award to the next lowest evaluated Candidate or call for new tenders.

### **2.31 Corrupt or Fraudulent Practices**

2.31.1 The Authority requires that bidders observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Agriculture and Food Authority, and includes collusive practice among bidder (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Agriculture and Food Authority of the benefits of free and open competition;

2.31.2 The Agriculture and Food Authority will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

## APPENDIX TO INSTRUCTIONS TO BIDDERS

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to bidders. Wherever there is a conflict between the provision of the instructions to bidders and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to bidders.

INSTRUCTIONS TO BIDDERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	This invitation for Tender is open to all qualified Bidders with appropriate and valid business registration.
2.1.3	Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.
2.3.2	Free –Suppliers are required to download it from the Authority Website.
2.10.4	Tender Validity Period is 120 days from <b>Wednesday, 26<sup>th</sup> September, 2018 at 10.00 a.m.</b>
2.11.1	Tender prices must be quoted in Kenya Shillings
2.13.3	The clause-by-clause commentary of the technical specifications is given in the Clause by clause tables of Technical Specifications.
2.14.1	Tenders must be accompanied with a Tender security denominated in Kenya shillings in the form Cash deposit, Bank Guarantee, or a guarantee issued by a reputable insurance company registered with Insurance Regulatory Agency. The amount of tender security required is Kenya Shillings One hundred thousand <b>(KES 100,000)</b> . The tender security must be valid for 120 days from <b>Wednesday 26<sup>th</sup> September, 2018 at 10.00 a.m.”</b>
2.16.2	The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder.
2.17	This tender is based on the <b>one-envelope bid system</b> . The bidder must submit a bid which has combined <b>technical proposal</b> and <b>financial proposal</b> in one envelope. Bidders must submit one original and one Copy.
2.18.1	Time, date, and place for bid opening are: local time, on Wednesday, 26 <sup>th</sup> September, 2018 at 10.00 a.m.” Place: Authority –TEA House - Ground Floor Meeting Room 1
2.20	Opening of bid documents will be done in public at the time of closing the tender.
2.22	Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding

	Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
2.24	<p>The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. The bid meeting the minimum technical score will be evaluated financially.</p> <p>The bid then with the lowest price shall be considered for award Bidders must conform <b>to the specific Technical Requirements in Section V.</b></p>
2.27.4	The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. The bid meeting the minimum technical score will be evaluated financially. The bid then with the lowest price shall be considered for award
2.30	The performance security required will be 10% of the Contract Value.

## **SECTION III: GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) "The Contract" means the agreement entered into between the Authority and the bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the bidder under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the bidder is required to supply to the Authority under the Contract.
- (d) "The Procuring entity" means Agriculture and Food Authority (AUTHORITY), the organization purchasing the Goods under this Contract.
- (e) "The Bidder" means the individual or firm supplying the Goods under this Contract.
- (f) "GCC" means the General Conditions of Contract
- (g) "SCC" means the Special Conditions of Contract
- (h) "Day" means calendar day

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by AUTHORITY for the procurement installation and commissioning of equipment

### **3.3 Country of Origin**

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the bidder.

### **3.4 Standards**

3.4.1 The Goods/Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **3.5 Use of Contract Documents and Information**

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

3.5.2 The bidder shall not, without the AUTHORITY's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.

- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Authority and shall be returned (all copies) to the AUTHORITY on completion of the Bidder's performance under the Contract if so required by the AUTHORITY.

### **3.6 Patent Rights**

The bidder shall indemnify the Authority against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the AUTHORITY's country.

### **3.7 Performance Security**

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful bidder shall furnish to the Authority the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the AUTHORITY as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the AUTHORITY and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the AUTHORITY, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the AUTHORITY and returned to the Candidate not later than thirty (30) days following the date of completion of the Bidder's performance obligations under the Contract, including any warranty obligations, under the Contract.

### **3.8 Inspection and Tests**

- 3.8.1 The AUTHORITY or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The AUTHORITY shall notify the bidder in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the bidder or its Subcontractor, at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the bidder or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Authority.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Authority may reject the equipment, and the bidder shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Authority.
- 3.8.4 The Authority's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested

and passed by the Authority or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the bidder from any warranty or other obligations under this Contract.

### **3.9 Packing**

3.9.1 The bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

### **3.10 Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the bidder in accordance with the terms specified by Authority in its Schedule of Requirements and the Special Conditions of Contract.

### **3.11 Insurance**

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### **3.12 Payment**

3.12.1 The method and conditions of payment to be made to the bidder under this Contract shall be specified in Special Conditions of Contract.

3.12.2 Payments shall be made promptly by the AUTHORITY as specified in the contract.

### **3.13 Prices**

3.13.1 Prices charged by the bidder for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the bidder in its tender.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by the Authority within 30 days of receiving the request.

### **3.14 Assignment**

3.14.1 The bidder shall not assign, in whole or in part, its obligations to perform under this Contract, except with the AUTHORITY's prior written consent.

### **3.15 Subcontracts**

3.15.1 The bidder shall notify the Authority in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the bidder from any liability or obligation under the Contract.

### **3.16 Termination for Default**

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

- (a) if the bidder fails to deliver any or all of the goods within the periods specified in the Contract, or within any extension thereof granted by the Authority;
- (b) if the bidder fails to perform any other obligation(s) under the Contract;
- (c) if the bidder, in the judgment of the AUTHORITY has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.16.2 In the event the Authority terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the bidder shall be liable to the Authority for any excess costs for such similar goods.

### **3.17 Liquidated Damages**

3.17 If the bidder fails to deliver any or all of the goods within the period(s) specified in the contract, the Authority shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the bidder may consider termination of the contract.

### **3.18 Resolution of Disputes**

3.18.1 The Authority and the bidder shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### **3.20 Force Majeure**

3.20.1 The bidder shall not be liable for forfeiture of its performance security or termination for

default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.21 Notices**

3.21.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other by post, Fax or Email and confirmed in writing to the other party's address specified in SCC

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

#### **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

42. Special conditions of contract as relates to the GCC.

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.7.1	The performance bond must be issued in the form of a bank guarantee. The bank guarantee must be valid in Kenya and be at least 10% of the contract value.
3.10	<b>Delivery</b> The Corporate Intranet and Website shall be designed, developed and implemented at the Authority headquarters, Nairobi and one alternate site for redundancy as shall be specified by Authority.
3.12	<b>Payment Terms</b> The Agriculture and Food Authority (Authority) payment terms are that payment shall be made within thirty (30) days from the date of completion of the related milestones as contracted and approved by Authority and against the invoice. However, Authority may negotiate mutually acceptable payment terms with the successful bidder.
3.13	<b>Prices</b> All prices quoted by bidders must be inclusive of all taxes, discounts and delivery costs to Tea House, Nairobi, Kenya. Prices charged by the bidder for goods delivered and services performed under the contract shall not, with the exception of any price adjustment authorized in the Special Conditions of the Contract, vary from the prices by the bidder in its bid or tender. Contract price variation shall not be allowed within the contract duration.
3.17	<b>Liquidated Damages</b> If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of twenty (20) days. No deliveries shall be accepted after the twentieth working day in which case the LPO will automatically lapse and be deemed to have been cancelled at the close of business on the twentieth day. The Authority shall then be at liberty to realize the performance bond. In this clause, "days" means working days.

3.18.1	<p><b>Resolutions of Disputes</b></p> <p>Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The place of arbitration shall be Nairobi. The arbitral tribunal shall have no Authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no Authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.</p>
3.19	<p>The language of all correspondence and documents related to the bid is: <b>English</b>. Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.</p>

## SECTION V – EVALUATION CRITERIA - TECHNICAL SPECIFICATIONS FOR THE DESIGN AND, DEVELOPMENT OF AUTHORITY WEBSITE AND MICROSITES

### STAGE 1: MANDATORY REQUIREMENTS

#### Stage 1: Compliance with the Mandatory Requirements (MR)

The following mandatory requirements must be met notwithstanding other requirements in the documents:

No	Requirements
<b>MR 1</b>	Submit 1 (one) Original and 1 (one) copy of the tender document
<b>MR 2</b>	The Submitted Original and Copy of tender document MUST have a table of Contents and all pages MUST be Paginated – including the attachments e.g Company's certificate of Incorporation, AGPO certificate, CR 12 form, etc
<b>MR 3</b>	Submit the company's Certificate of Incorporation/Registration
<b>MR4</b>	Submit a copy of the company's valid Tax Compliance certificate, valid as at the tender closing date (26th September 2018)
<b>MR 5</b>	Submit Valid CR 12 Form
<b>MR 6</b>	Submit valid Business Permit –County Governments
<b>MR 5</b>	Original Bid Bond of one hundred thousand Kenya Shillings (KES 100,000) and valid for 120 days from date of tender opening (should be denominated in Kenya Shillings, and in the form of a bank guarantee issued by a reputable bank located in Kenya, or a guarantee issued by a reputable insurance company located in Kenya and strictly in the form provided). <b>Or tender security declaration form</b> should be filled and signed by the special groups <b>to be submitted</b> Valid AGPO Certificate

**Tender Documents which do not satisfy all of the above requirements shall be rejected at this stage**

100% compliance will be required to proceed to next evaluation stage. Failure to provide ANY of the requirements leads to automatic disqualification from further evaluation.

## TECHNICAL EVALUATION STAGE 1.

Criteria	Score
<b>Specific experience related to the assignment</b>	<b>30</b>
<p>The firm <b>Must</b> have at least <b>5 (Five) years</b> of overall experience in website development and design.</p> <p>Also the company must have successfully undertaken similar projects for at least 3(three) large corporate clients <b>One Must</b> be from the government or public institution within the last three years that can best demonstrated by past experience in providing of similar, size and scope.</p> <p>Provide details of clients as below:</p> <ul style="list-style-type: none"> <li>➤ Submit LSO/LPO/Contract from at Least 3 clients each worth not less than Kshs 5,000,000.00 (for the last three years -2015, 2016 and 2017) <b>(3 X 5 marks) =15 Marks</b></li> <li>➤ The firm must attach completion certificates and recommendation letters from the said clients <b>(2 marks X 3) – Total 6marks).</b></li> <li>➤ The firm should provide at least 3(three) accessible concept demos sites with active links for the said clients <b>(3mks X 3 -Total 9Marks)</b></li> </ul>	
<b>Adequacy of methodology and work plan in response to the requirements schedule.</b>	<b>25</b>
Technical approach and methodology for the proposed service - <b>(12 Marks)</b>	
A comprehensive work plan towards the proposed service with clear milestones - <b>(13 marks)</b>	
<b>Qualifications &amp; Experience for the Proposed Key staff for the job/service</b>	<b>30</b>
<p>The proposed key staff Team leader and two other staff will have the following:</p> <p><b>Team leader</b></p> <p>Attach Detailed CV in the format provided <b>(3 Marks)</b></p> <p>Must have a degree in ICT – attach certified Certificate -advocate <b>3 marks</b></p> <p>-Attached a copy of certificate in Web design and Development. <b>(5 marks)</b></p> <p>Have experience of 7 years in web –based application, design and development</p> <p>–Attach at least one Contract where he/she was the team leader <b>(4 marks)</b></p> <p><b>Other Two key staff</b></p> <p>Attach Detailed CV in the format provided <b>( 2 Marks -1 marks each)</b></p> <p>Must have first degree in ICT related discipline - <b>(4 Marks - 2 Marks each)</b></p> <p>Attached a copy of certificate in Web design and Development <b>(4 Marks - 2 Marks each)</b></p> <p>Have experience of 3 years in web –based application, design and development –</p> <p>Attach at least one Contract where each was Involved w <b>(5 marks – 2.5 Marks each)</b></p>	
Profitability Margin A margin above 30% - 5	5

b) Liquidity Ratio 2: 1 - 5 1: 1 -3 Less than 1:1 -0	5
c) average Turn over 10 Million	5
<b>TOTAL</b>	<b>100</b>

Tenderers should note that only tenders that score **80 marks** and above from technical evaluation 1, will be required to make a presentation:

## TECHNICAL EVALUATION STAGE 2.

### SECTION A: FUNCTIONAL/USER REQUIREMENTS - WEBSITE REQUIREMENT

Item No	Feature	Requirements	Bidder's Response
		The bidder shall demonstrate how the following will be achieved 100%	Indicate the Page In the Tender document that captures the requirements
1.	General condition	a) The Website shall have simplified access to information by all Authority Customers and stakeholders regardless of their geographical location.	
		b) The Content Management System shall provide users with the ability to contribute/generate, edit, publish and manage content.	
		c) The Website shall have business related applications and functionality such as user friendly, interactive, interoperability and easy access.	
		d) The Website shall have a functionality to allow special category users such as visually impaired and partially sighted users to interact with the sites and drive content that they need.	
		e) The Website and Microsites shall have built-in security features to ensure that users only access (view and modify) the documents they are authorized to.	
		f) Rating - Website and Microsites shall have a way for people to point to good sources of information and/or knowledge.	

		g) Participation rewards – The Website and Microsites shall have point systems, badges, and other symbolic rewards to increase participation.	
		h) Customized collections – the Website and microsites shall allow users to customize content collections	
		i) The Content Management System shall provide ease in updating knowledge bases	
		j) The Website and microsites shall have capabilities for several users to access the sites at the same instance.	
		k) The Website and microsites shall have the capability for users to identify and locate AUTHORITY offices.	
2.	Design and Layout	a) The Website and Microsites shall be modern minimalist sites that focus on content while balancing aesthetics and functionality.	
		b) The Website and Microsites layouts shall be easy to read and eye catching.	
		c) When viewing the Website on a mobile device, the design of the site shall minimize the overall interface to avoid clutter.	
		d) The Website and Microsites shall have banners and pop-ups to promote AUTHORITY's services.	
		e) The colors used on the Website and Microsites shall contrast well and text shall be readable.	
		f) Text on the Website and Microsites shall be broken into subheads and bullet points to improve the layout of pages and make the text more scan able.	
3.	Link treatment	a) Supporting information links, links to web documents and external links shall open in a new tab on the same window in the Website and Microsites.	
		b) The Website shall contain links to other relevant websites of our stakeholders and partners	
4.	Navigation and information architecture	a) The content on the Website and Microsites shall fit within a single page when viewed by the user.	
		b) On the Website, links to all available electronic services from AUTHORITY systems shall be made available to internal and external users on demand.	

		c) The Website and Microsites shall have good site navigation like a GPS that helps users find the relevant content out of the sites	
		d) Navigation on the Website and Microsites shall be consistent from page to page to avoid any possible confusion.	
5.	Search Engine Optimization	a) The Website and Microsites shall have tools that improve users' capacity in searching for information or discovering content on the sites.	
		b) The Website and Microsites shall have a search boxes so visitors can quickly find what they are looking for.	
		c) Searching – integrate different search	
		Functions e.g. through a search engine or using a system categorization.	
6.	Speed	a) Users shall not wait too long for a page to load when visiting the Sites.	
7.	Communication and Collaboration	a) The Sites shall provide proactive interaction where users can have the ability to relay feedback.	
8.	Tracking	a) The sites shall have tracking (analytic) tools embedded to measure performance on usage and access.	
		b) Analytic tools shall analyse reach, relevance and impact of content based on user needs and preferences.	
9.	Knowledge Management	a) The Sites shall provide a platform for experts to answer relevant questions issued.	
		b) The Sites shall have interactive tutorials and user guides to educate stakeholders on relevant information.	
10.	Demonstration (Mandatory)	a) Bidder is expected to deliver physical; demonstration of the proposed solutions(Website and Enterprise content management system)	

## SECTION B: WEBSITE AND MICROSITE REQUIREMENTS

The bidder shall demonstrate how the following will be achieved 100%

Item No	Feature	Requirements	Bidder's Response Indicate the Page In the Tender document that captures the requirements
1.	Design Layout	a) The bidder shall provide a modern minimalist site that focuses on content while balancing aesthetics and functionality.	
		b) The bidder shall provide a site with a responsive design that scales to the following range of devices: computers, iPads, and smart phones among others. In this regard a user should have the capability of viewing the site in a quick and easy manner.	
		c) When viewing the site on a mobile device, the design of the website shall minimize the overall interface to avoid clutter.	
2.	Usability and Formatting	a) Readability – The bidder shall provide short, concise, descriptive instructions, titles and headings.	
		b) Color – The bidder shall complement the existing AUTHORITY Brand and Guidelines	
		c) Font and font styling– The bidder will work with AUTHORITY to determine the most appropriate font whose technical and visual characteristics are readable and compatible with a wide variety of devices, browsers and operating systems.	
		d) The bidder shall provide a creative way of differentiating the headings from other content.	
		e) Visual indication of activity – If users cannot see results within a few seconds the site shall provide a visual indication of activity.	

		f) The main menu or heading information shall be retained when the user is scrolling through the site.	
		g) Photos and Articles – The bidder shall demonstrate a capability of captioned text to graphical images. These images shall be in a format that allows easy loading of web pages. Photos may be used to introduce stories.	
		h) The bidder shall provide a short narration for every download or image (news value with picture).	
3.	Visual consistency	a) The bidder shall place similar elements in a uniform location throughout the site.	
		a) The site shall be consistent in the use of colors, fonts and backgrounds as well as locations, size of labels, text and icons. The bidder is expected to show how he will demonstrate this.	
		b) The bidder shall use consistent terms when referring to the same item with respect to the field names, error messages, reports.	
		c) The site shall be consistent in using symbols (underline, bullets, arrows etc) to indicate navigation.	
4.	Link treatment	a) Supporting information links, links to web documents and external links shall open in a new tab on the same window.	
		b) Link clickability cues – The bidder shall provide sufficient cues to clearly indicate that an item is navigable when in focus using underline, different color or any suitable method.	
		c) Text links used shall be readable in any browser, mobile device and other assistive technology software.	
		d) The bidder shall commit to demonstrate how all links used in the site shall be easily identifiable to users.	
		e) Links on the site shall be consistent with titles or headings on the destination page. This shall also apply	

		to closely matched links and destination targets.	
		f) The bidder should provide standard colors and statistics on demographics for visited and unvisited links.	
		g) Embedded links shall be descriptive.	
		h) The length of any link used on the site shall be long enough to be understood but short enough to minimize wrapping.	
		i) The label of a link or button shall indicate the action that will be applied when clicked.	
		j) Hyperlink – The bidder shall commit to develop a modern and simplistic way of hyper linking.	
5.	Social media integration	a) Fixed navigation – The site shall have links to AUTHORITY social media accounts (for instance Facebook, Twitter, YouTube, LinkedIn, Blogs etc).	
		b) The site will be integrated with the AUTHORITY social media accounts and allow latest updates (for instance tweets, Facebook Status updates etc) to be available on the site.	
		c) Users should be able to share and disseminate information (videos and articles) on the various social media platforms (for instance Facebook, Twitter, You Tube, LinkedIn etc) enabling any relevant AUTHORITY content to go viral.	
6.	Navigation and information architecture	a) Content registration, syndication and subscriptions shall be made available on the site.	
		b) Content shall take the least amount of steps to access.	
		c) The site shall provide a convenient way to move between related pages and sections.	
		d) Information (popular content) that users are most likely to read should be easy to navigate from most pages.	

		e) Navigation menu should be broad and shallow.	
		f) Navigation choices shall be ordered in a task oriented manner/ logical order.	
		g) The content on the site shall fit within a single page when viewed by the user.	
		h) Links to all available electronic services from AUTHORITY systems shall be made available to the external users on demand.	
7.	Platform Independence	a) The sites shall be accessible over a diverse set of operating systems and browsers including but not limited to various versions of Internet Explorer, Google Chrome, Firefox Mozilla among others.	
8.	Language support	a) The site shall be multilingual, that is, offer content in English and Swahili languages.	
9.	Electronic Services and Pages	a) The bidder should commit to demonstrate how the solution will enhance the accessibility and visibility of AUTHORITY's Electronic services to users. These electronic services.	
10.	Enquiries and Customer/ Demand Driven Services	a) The site shall provide a platform for interactive FAQs that also allow users to provide or make enquiries on information not available in the FAQs.	
		b) Expert enquiries – The site shall allow users to input their contact details and lodge enquiries based on business segments that will be submitted and escalated to experts within the Authority.	
11.	Site performance and reports	a) The solution shall collect, analyse and report on the different web marketing performance reporting metrics so as to give a clear view on usage and effectiveness of the web platforms.	
		b) The sites shall provide for ad hoc reports such as hit rates, visitors per day, among others.	
12.	Information Gathering	a) Rating – The site shall allow customers to give ratings on articles on the website.	
		b) The sites shall allow AUTHORITY users to create polls on relevant articles.	

		c) The site shall allow users to opt-in and opt-out including profiling of relevant content based on their interests and needs.	
		d) The sites shall employ analytics to allow the most accessed or recent content to be accentuated.	
13.	Search Engine Optimization	a) The bidder shall provide tools that improve users' capacity in searching for information or discovering content on the site.	
14.	Search function	a) Indexing should be done to enhance the search tool's querying capabilities. The system should allow for content specific searching including a dynamic search function.	
15.	Search reports	a) The site shall provide a report of most popular search terms (reflects information of greatest value and provides insight on enhancements e,g, move such content to the home page)	
		b) The solution shall provide a report of failed search terms. Some of these reports will include but not limited to <ul style="list-style-type: none"> <li>o Those searches that returned 0 hits. This shall form the basis of items to be gathered and published.</li> <li>o Failed search terms due to use of different terminology.</li> <li>o Failed search terms due to technical problems (e.g. metadata issues)</li> <li>o Failed search terms as a result of spelling and typos.</li> </ul>	
		c) The Forms and Reports shall also be printable in all common file formats such as Pdf, MS Excel, MS Word and other relevant formats.	
16.	Archiving	a) The site shall support archival of information as per the Archival policy.	
		b) The solution should also allow unarchival of documents, viewing or downloading or printing of archived materials.	

17.	Licenses	Bidders shall indicate: <ol style="list-style-type: none"> <li>i. The licensing scheme in the event of a proprietary solution or an enterprise solution(If any)</li> <li>ii. Charging schemes, costs and duration</li> <li>iii. How to carry out upgrades, bug mitigation, patches etc.</li> <li>iv. Handling of Intellectual Property rights</li> <li>v. Definition of warranty services</li> <li>vi. License numbers for each module proposed(If any)</li> </ol>	
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### SECTION C: CONTENT MANAGEMENT SYSTEM REQUIREMENTS

This section presents the business requirements for a Content Management System (CMS) that will be employed to support the optimal functionality of the Sites. The sites will comprise several forms of content, including related hyperlinks, categorized, qualified, described, and presented in a variety of different formats, e.g. arranged by topic or alphabetically. It is important to note that the presentation of this content may vary (for example, in a list on a page, and as a clickable image in a sidebar box).

Authority's intends to implement a framework for uploading, classifying and modifying content once and effect changes consistently in all areas where the content appears. The solution should facilitate this functionality with minimal customization and technical expertise. AUTHORITY prefers use of a robust and proven open source CMS product.

#### Clause by Clause Content Management System (CMS) Specifications

The bidder shall demonstrate how the following will be achieved 100%

Item No	Feature	Requirements	Bidder's Response
1.	General	a) The Content Management System must provide a means to create, maintain, and retire content groups.	
		b) The administration of the CMS shall be simple and easy requiring minimal technical expertise.	
		c) The CMS shall contain validation rules which any content or page shall adhere to before being published.	
		d) For content types that require assistive technology to enable access, the CMS shall provide	

		a URL where users shall download or access the same.	
		e) The CMS shall support versioning of files.	
		f) The CMS shall support sorting of components or content.	
		g) The CMS shall support reuse of components across different pages on the site.	
		h) The CMS shall support creation, modification and maintenance of workflows. It shall support workflow for the purpose of: <ul style="list-style-type: none"> <li>i. Developing content</li> <li>ii. Editing content</li> <li>iii. Approval</li> <li>iv. Sharing</li> <li>v. Hosting</li> <li>vi. Archival</li> <li>vii. Access</li> <li>viii. Printing</li> </ul>	
		i) The CMS shall support automatic backup at regular intervals that will be specified by AUTHORITY.	
		j) The CMS shall provide the user with the ability to view published content, awaiting published content, approved and disallowed publish requests.	
2.	Content type	<p>a) The CMS shall support the creation and utilization of common navigation items, web pages and content types. The content types will include but not be limited to the following:</p> <p>URLs  Links  Pages  Files (any type)  Articles  Images  Videos  Audio  Podcasts, mp3  RSS feeds  Events  Maps  Embedded code (gadgets)  Fixed and Variable Page Components This shall be done on the same web page or different pages.</p> <p>b) The CMS shall support review of all content from the content distributors by respective owners before publishing.</p>	

		c) The CMS shall support the creation, modification and maintenance of metadata associated with any type of content, component, webpage, link or URL.	
		d) The user shall have the ability to amend the different types of content and create new content types or web pages for previously non existing cases.	
		e) The CMS must support the ability to enter appropriate metadata and values for each of the content types.	
		f) The CMS shall have the ability to share or assign any of the content types of one or multiple pages and components. This shall be done without having to update each of the pages or components individually.	
		g) The CMS shall support several styles for content or component.	
		h) The CMS will provide methods of aggregating and syndicating content e.g. RSS feeds.	
3.	URL structure	a) The CMS shall provide control and authorization for specified internal and external URLs.	
		b) Every URL shall pass through a validity check.	
		c) The CMS shall support the division of URLs into referencing internal and external sites.	
		d) Upon creation or modification of a URL component the CMS shall automatically republish links and pages that are utilizing the same.	
		e) The CMS shall support semantic or human-Readable URLs to enhance the user's navigational experience.	
4.	Navigation	a) The CMS shall have the ability to record, retrieve and display creation or modifications made to any content, object, link or URL by one or multiple users (audit of all log changes).	
		b) The user shall have the ability to associate a file or URL with a link.	
		c) The CMS shall support creation, modification and maintenance of standard and fixed component navigations.	
		d) The CMS shall support creation and modification of breadcrumb navigation.	

5.	Web pages	a)	The CMS shall have the ability to send notifications to content and page owners on any modifications done or published to their respective pages, content or links.	
		b)	The CMS shall create designation of ownership to all content and webpages.	
		c)	The CMS shall control the creation, publishing and modification of any content, webpage by allowing authorised persons to do so while conforming to the applicable command structure especially where approvals are applied.	
		d)	The CMS shall use standardized design page templates to develop webpages for any content.	
		e)	The CMS shall support the ability to embed images, videos, widgets/gadgets, polls, quizzes, slideshows, comment forms, and any other content within a page or associated with a link.	
		f)	The CMS shall allow the user to preview any content as it would appear on site before publishing to enable content owners to in-context editing.	
6.	Usage reports	a)	The CMS shall support generation of usage statistics reports including but not limited to the following: <ul style="list-style-type: none"> <li>○ A comprehensive list of all pages published by the CMS</li> <li>○ All pages, with page owners identified</li> <li>○ Frequently visited content</li> </ul> The user shall have the ability to sort and filter content/metadata of reports to be generated (dynamic reports)	
		b)	The CMS shall support exporting of reports into different formats e.g. *.csv format	
7.	Search Function	a)	The CMS shall have the ability to search all fields dynamically, that is, a user can specify multiple search operators and parameters. The search results shall display related content.	
8.	Archiving	a)	The CMS shall provide users with the ability to archive content/objects complete with its metadata attributes and link designations indefinitely.	

		b) The CMS shall support the user's ability to schedule, publish and remove any content or content type from display to the website visitor, down to the calendar date and clock.	
9.	Impact assessment	a) In cases where an object, content or link is to be modified or deleted, the CMS shall provide the user with the statement and display of all pages, links and URLs utilizing the object before allowing the user to proceed.	
10.	Hyper-linking	a) The solution should support hyper linking and cross referencing of different articles and content within the intranet and website.	
11.	Licenses	Bidders shall indicate: <ul style="list-style-type: none"> <li>i. The licensing scheme in the event of a proprietary solution or an enterprise solution.</li> <li>ii. Charging schemes, costs and duration</li> <li>iii. How to carry out upgrades, bug mitigation, patches etc.</li> <li>iv. Handling of Intellectual Property rights</li> <li>v. Definition of warranty services</li> <li>vi. License numbers for each module proposed (If any)</li> </ul>	

#### SECTION D: SECURITY REQUIREMENTS

The proposed solution shall comply with the AUTHORITY's Information Security Policy and other relevant corporate policies especially in controlling access to data according to data classification levels as specified by AUTHORITY. The bidder shall demonstrate the capability of the proposed solution to meet the security requirements. The following are the minimum specifications that shall be met by the bidder:

The bidder shall demonstrate how the following will be achieved 100%

Item No	Feature	Requirements	Bidder's Response
1.	Security plan	a) Bidders shall advise the best way to secure the delivered solution from unauthorized access, external threats, attacks etc.	
		b) Bidders shall submit a comprehensive security plan taking into account, logical security, network security, authorization and application level security for the data. All security features provided by the solution shall be defined explicitly.	

2.	User authentication	<p>a) The solution shall support Multi-factor authentication (MFA) schemes (in addition to the digital certificates under the national PKI)</p> <ul style="list-style-type: none"> <li>○ Each user must be authenticated with a unique user-id / username and password on the application. The User IDs / Usernames should be case sensitive</li> <li>○ The solution shall make a provision for authentication through digital certificates using Public Key Infrastructure (PKI) under the National Public Key Infrastructure.</li> <li>○ The authentication shall be configurable to use username/password or digital certificates (under PKI) or both.</li> </ul>	
		<p>b) All user accounts shall be managed with reference to and in synchronization with an authoritative central user management system.</p> <p>NB: User accounts management activities include but not limited to new user creation, user maintenance, and user authentication (during login).</p>	
		<p>c) All new user accounts shall have a systemgenerated random password when created. A secure way of communicating the initial password to the user should be utilized, e.g. via an e-mail account.</p>	
		<p>d) The solution should not support automatic log-ins to guard against brute force attacks. The log-in page should include a challenge which the user responds to before proceeding with the log-in.</p>	

		<p>f) The solution must implement the following Password Strength Controls as a minimum:</p> <ul style="list-style-type: none"> <li>○ Passwords should have a configurable minimum and maximum lengths.</li> <li>○ Password must meet a minimum configurable combination of the following 4 complexity rules: <ul style="list-style-type: none"> <li>✓ at least 1 uppercase character (A-Z)</li> <li>✓ at least 1 lowercase character (a-z)</li> <li>✓ at least 1 digit (0-9)</li> <li>✓ at least 1 special character (punctuation)</li> </ul> </li> </ul> <p>g) These password features shall be configurable to support future complexity requirements.</p>	
		<p>h) The solution shall implement a secure selfservice password recovery mechanism in the event the user forgot their password</p> <ul style="list-style-type: none"> <li>○ Any password reset/recovery mechanism option shall not reveal whether or not an account is valid, preventing username harvesting.</li> </ul>	
		<p>i) The login page and all subsequent authenticated</p>	
		<p>pages shall be exclusively accessed over TLS. All active sessions must be encrypted.</p>	
		<p>j) The solution shall support expiring of newly created accounts if not used for a configurable period of time. This should be parameterized to allow flexibility in adjusting this value as required.</p>	
		<p>k) The solution shall support a password change notification and a configurable number of grace logins. The password must be changed after a configurable duration. This should be parameterized for flexibility.</p>	
		<p>l) The solution shall support password lock out after a configurable number of unsuccessful login attempts. This should be parameterized to allow flexibility in adjusting this value as required.</p>	

		m) The solution shall respond with a generic error message regardless of whether the user ID or password was incorrect. It should also give no indication to the status of an existing account. The generic message should not reveal which of the authentication parameters is invalid.	
		n) The solution shall expire a user account after the session has been idle for a configurable period of time. This should be parameterized to allow flexibility in adjusting this value as required.	
		o) The solution shall support re-authentication for sensitive features e.g. before updating sensitive account information such as the user's password, user's email, or before performing sensitive transactions. The function(s) requiring authentication shall be configurable/determined.	
		p) The solution must not allow the re-use of a past password until a set period of time and a set number of password changes have been made. This should be parameterized to allow flexibility in adjusting this value as required.	
3.	Session management	a) The solution should allow only one session per user operating from a single computer unless a specific business case has been established for allowing multiple sessions per user. The allowing of multiple sessions to users based on business needs shall be configurable. o Concurrent user logins by a user from multiple computers should not be allowed.	
		b) All relevant session information shall be captured and stored in a secure and auditable location	
		c) The solution shall implement secure session IDs, generation of identifiers (IDs or tokens) must meet the following properties:	

		<ul style="list-style-type: none"> <li>○ Session ID fingerprinting: The name used by the session ID should not be extremely descriptive nor offer unnecessary details about the purpose and meaning of the ID. The default session ID name of the web development framework should be changed to a generic name.</li> <li>○ Session ID length: The session ID must be long enough to prevent brute force attacks, must be at least 128 bits (16 bytes).</li> <li>○ Session ID entropy: The session ID must be unpredictable (random enough) to prevent guessing attacks, a good PRNG (Pseudo Random Number Generator) should be used.</li> </ul>	
4.	Session expiration	a) Expiration timeouts shall be set for every session regardless of the activity. All sessions shall implement an idle or inactivity timeout. The duration should be parameterized and configurable.	
		b) The solution shall provide a visible and easily accessible logout (logoff, exit, or close session) button that is available on the web application header or menu and reachable from every web application resource and page, so that the user can manually close the session at any time.	
		c) When a session expires, the solution shall take active actions to invalidate the session on both sides, client and server. The logs shall record the session expiration details.	
		d) When the user logs out of the application the session and corresponding data on the server must be destroyed ensuring that the session cannot be accidentally revived.	
		e) The solution should also force session logout on web browser close window events.	
		f) The session ID exchange mechanism based on cookies must use multiple security features in the form of cookie attributes such as Secure flags, HttpOnly, Domain, Path, Expire and Max-age attributes.	
		g) In the solution design, backward process flows should clear all authentication fields.	

		<p>h) The solution shall implement Role based Access Control (RBAC) profiles for authorization based on business definitions.</p> <p>o Roles shall be granted permissions based on the principle of least privilege i.e. the solution</p>	
		<p>i) Credentials shall never be stored directly within the application code (hard coding credentials). o Credentials shall always be encrypted.</p>	
		<p>j) The solution shall perform consistent authorization checking routines when navigating on all application pages to ensure that the user accesses what they are explicitly authorized to access by their roles.</p>	
		<p>k) The solution shall log all access authorization requests to a secure and auditable location.</p>	
		<p>l) Error messages shall be standard and not provide information alluding to the reason for the error allowing an attacker to deduce effective attack methods.</p>	
		<p>m) Logs shall not contain password information.</p>	
		<p>n) Copy and paste shall not work for data entry when authenticating to the application.</p>	
		<p>o) All input fields shall be validated to accept matching data types including case sensitivity where necessary.</p>	
		<p>p) All data entry fields shall have input validation mechanisms to prevent cross-site scripting attacks.</p>	
		<p>q) Sensitive information shall not be stored in a persistent cookie, or other location on the client computer that does not have enforceable access control mechanisms.</p>	
		<p>r) Any sensitive content sent to the client machine shall not be cached, unless encrypted using approved methods. The application should set the proper directive to cause the client not to cache the sensitive data.</p>	
		<p>s) The solution shall not present any sensitive information to unauthenticated users.</p>	
		<p>t) All data exchanges between the solution and other systems shall be encrypted by an approved method.</p>	

		<p>u) All user activities and transactions such as printing, viewing, updates, inserts and other data manipulation should capture and log to the minimum the date and time, user ID, session ID, the URL accessed and the source IP &amp; remote IP. They should indicate the parameters necessary to uniquely identify the specific transactions done in the respective transaction tables.</p>	
5.	Logging and auditing	<p>a) The solution should collect and log the following application event logs:</p> <ul style="list-style-type: none"> <li>○ Authentication successes and failures</li> <li>○ Authorization failures</li> <li>○ Session management failures</li> <li>○ Solution errors, alerts and events</li> <li>○ The solution start-ups and shut-downs, and logging initialization (starting and stopping)</li> <li>○ Use of higher-risk functionality e.g. addition or deletion of users, changes to privileges, creation and deletion of system-level objects etc</li> <li>○ URL of the web page(s) accessed by a user for Internet facing applications</li> <li>○ Modifications to the application</li> </ul>	
		<p>b) All database audits must log the following:</p> <ul style="list-style-type: none"> <li>○ Application User-id</li> <li>○ Date &amp; Time of event</li> <li>○ The source and remote IP address</li> <li>○ Type of event/action performed by the user</li> <li>○ Module accessed by the user</li> <li>○ Success or failure of the event</li> <li>○ Source of the event</li> <li>○ Before and after values (where applicable, i.e. master files)</li> <li>○ Account creation, lockouts, modification, or deletion</li> <li>○ Modifications of privileges and access controls</li> <li>○ The solution shall correlate application activity logs and database transactions. That is for every database transaction, it should be possible to explicitly identify the application activity responsible.</li> </ul>	

		c) A violation log must exist to track any attempted unauthorized access to the application and should bear the following information:	
		<ul style="list-style-type: none"> <li>○ URL accessed by the user</li> <li>○ Particular activity intended/attempted by the user</li> <li>○ Particulars sufficient to identify targeted transactions if available</li> <li>○ Workstation-id or IP address of access</li> <li>○ Date &amp; Time of event</li> </ul>	
		d) All updates, inserts and deletes shall be clearly traceable to an application user with corresponding time and source information (IP module and function).	
		e) The solution shall provide an interface to review and report on solution logs.	
		f) All valid and failed login attempts must be logged with meaningful information that is actionable for investigative purposes if fraud is detected. However, passwords must not be logged.	
		g) Database audit trails shall be present for all dynamic and static tables of interest, e.g. Parameter tables, Transaction Tables, etc.	
		h) All data entry and manipulations must be done through the application interfaces and never directly to the database.	
		i) The solution must use a secure method to transmit data.	
		j) The solution shall not store or cache confidential data, even for a short duration. This includes file uploads and downloads, source code etc.	
		k) The solution shall have mechanisms/controls to guard against URL manipulation and/or targeted URL attacks.	
		l) The solution shall have mechanisms to guard against user impersonations.	
		m) The solution shall allow identified functions to be accessible from restricted networks.	

## **SECTION E: METHODOLOGY AND WORKPLAN**

Estimated duration of the contract is 6 (six) months. The design, development and implementation of the solution will be undertaken in six months (6 months) while support and maintenance will be continuous for an additional period of 1 years (12 months). The delivery is planned to be phased and incremental. The bidder shall provide a detailed work-plan complete with a Gantt chart to conform to this requirement or provide workable alternatives.

This phased implementation approach, with incremental addition of capabilities and data sources, will provide the benefit(s) of an iterative way of working. Each phase shall comprise of a number of business processes. The aim is to start with the implementation of processes with the highest business impact. This is to enable realization of business value in a short term.

The following are the milestones in this project, which relate to the requirements:

- a. **Milestone I** – The pre implementation assessment report including the detailed work plan, validated requirements, an assessment of the infrastructure and skills gap.
- b. **Milestone II** – Design and layout of the web pages of the Website, navigation and information architecture of the website
- c. **Milestone III** - Design and layout of the web pages of the sites, navigation and information architecture of the same and ease of access
- d. **Milestone IV** – Multi-site content management system for both the Website and the Microsites.

The strategy and schedule on how the bidder intends to meet the interim and final deliverables shall be assessed as part of the technical evaluation of the tender in terms of rationale, substantiation, overall project management control and standard practices.

Bidders are expected to provide a detailed work plan/demonstrations showing how the following deliverables will be achieved within the said timelines.

## **SECTION F: TRAINING KNOWLEDGE AND SKILLS TRANSFER**

Capacity building is necessary to build competence and ensure the sustainability of the solution internally after implementation.

The bidder should possess experienced trainers to be able to transfer knowledge to AUTHORITY's staff. The bidder should provide a detailed training program and related costing in the bid showing the benefits of each training item and also indicate the capabilities of their trainers. The skills development and training approach should focus on development of internal capacity using several approaches including training of the trainer, on Job Training, coaching and mentoring to ensure sustainability of the deliverables.

To mitigate project risks related to inadequate experience, the AUTHORITY team plans to work with bidder's team during the entire project life cycle.

## **SECTION G: SUPPORT AND MAINTENANCE/SERVICE LEVEL MANAGEMENT**

After completion of the project, continuing maintenance activities will be required from the bidder for at least 1 year.

AUTHORITY wishes to retain the successful bidder for such activity for the maximum duration of the Framework Contract following the development of the website and intranet. This would include on-site support and hence the bidder must demonstrate availability of local support.

The bidder shall also provide a Service Level proposal.

### **STAGE 3 EVALUATION: FINANCIAL EVALUATION**

The firms that qualify on Technical Evaluation stage 2 will be evaluation on financial evaluation

- i. Application of the formula for calculating financial and combined scores.
- ii. Ranking of the bidders
- iii. The firm with the highest **evaluated** scores shall be invited for negotiations.
- iv. Upon successful negotiations, the highest rank firm shall be recommended for award.

The formula for determining the financial scores is as follows:

$$\mathbf{Sf} = 100 \times \mathbf{Fm} / \mathbf{F}$$

Where **Sf** is the financial score, **Fm** is the lowest price and **F** the price of the proposal

The weights given to the Technical and Financial Proposals are:

$$\mathbf{T} = 0.8 \quad \mathbf{P} = 0.2$$

Proposals will be ranked according to their combined technical (**st**) and the financial (**sf**) scores using the weights (**T**= the weight given to the technical [proposal: **P**= the weight given to financial proposal])

The combined technical and financial score(**S**) is calculated as follows:

$$\mathbf{S} = \mathbf{St} \times \mathbf{T\%} + \mathbf{Sf} \times \mathbf{P\%}$$

The firm with the highest score will be awarded the tender

## SECTION V - PRICE SCHEDULE FORMS

[The Bidder shall fill in these Price Schedule Form in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirement **Note:** In case of discrepancy between unit price and total, the unit price shall prevail

<b>Deliverables</b>	<b>Cost</b>	<b>VAT &amp; Other taxes</b>	<b>Total</b>
Design and development – of Main site and the 8 Microsites			
Support and Maintenance for 1 year			
GRAND TOTAL COST			

## SECTION VI - STANDARD FORMS

### SECTION VII- STANDARD FORMS

#### 7.0 FORMAT OF CURRICULUM VITAE (CV) FOR PROFESSIONAL STAFF

Position: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Name of Staff: \_\_\_\_\_  
Profession: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Years with Firm: \_\_\_\_\_  
Nationality: \_\_\_\_\_  
Membership in Professional Societies: \_\_\_\_\_  
Detailed Tasks Assigned: \_\_\_\_\_

#### **Key Qualifications:**

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

#### **Education:**

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

#### **Employment Record:**

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

#### **Certification:**

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

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

*[Signature of staff member] \_\_\_\_\_ Date;*

*[Signature of authorised representative of the firm]*

Full name of staff member:

\_\_\_\_\_

Full name of authorized representative:

\_\_\_\_\_

## 8.1 FORM OF TENDER

Date \_\_\_\_\_

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

To: AGRICULTURE AND FOOD AUTHORITY

P. O. BOX 37962 – 00100 NAIROBI.

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda

Nos. .... *[insert numbers]* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ( ..... *(insert equipment description)* in conformity with the said tender documents for the sum of

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

1. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
2. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract , in the form prescribed by ..... *(Procuring entity)*.
3. We agree to abide by this Tender for a period of ..... *[number]* days from the date fixed for tender opening of the Instructions to bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_  
[signature]

day of \_\_\_\_ 2018  
[in the capacity of]

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

## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

	<b>Part 1 General</b> Business Name..... Location of Business Premises..... Plot No, .....Street/Road..... Postal address .....Tel No. ....Fax Email..... Nature of Business..... Registration Certificate No. .... Maximum value of business which you can handle at any one time - Kshs. .... Name of your bankers ..... Branch .....																							
	<b>Part 2 (a) – Sole Proprietor</b> Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details .....																							
	<b>Part 2 (b) – Partnership</b> Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>				Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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4. ....	.....	.....	.....																					
	<b>Part 2 (c) – Registered Company</b> Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>				Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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1. ....	.....	.....	.....																					
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4. ....	.....	.....	.....																					
	Date.....Signature of Candidate.....																							

**BIDDERS REFERENCE SITE(S): PROJECT SUMMARY FOR EACH REFERENCE SITE**

Please provide the following information on the listed reference clients;

1. Entity/client name:

.....

2. Brief description of the clients business;

.....

.....

3. Brief description of the project;

.....

.....

4. Duration of project implementation (dates);

.....

5. Value of the project

.....

6. Contacts of referee;

.....

7. Contact person: .....

8. Title: .....

9. Telephone Contact: ..... E-Mail Address: .....

10. Signed and stamped/sealed by bidder:

11. Name of the Authorised Person: .....

12. Designation: .....

### 8.3 TENDER SECURITY FORM

Whereas .....[name of the Tenderer] (hereinafter called "the Tenderer") has submitted its tender dated .....[date of submission of tender] for the provision of ..... [name and/or description of the services] (hereinafter called "the Tenderer").....  
KNOW ALL PEOPLE by these presents that WE.....  
of.....having registered office at [name of Authority] (hereinafter called "the Bank") are bound unto..... [name of Authority] (hereinafter called "the AUTHORITY") in the sum of ..... for which payment well and truly to be made to the said AUTHORITY, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

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

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

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

[Signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

### 8.4 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 Authority 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:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

1. 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 Authority to the bidder as hereinafter mentioned, the tender hereby covenants with the Authority to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Authority 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 Authority

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the bidder in the presence of \_\_\_\_\_

## 8.5 PERFORMANCE SECURITY FORM

To Agriculture and Food Authority

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*]

## 8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To Agriculture and Food Authority  
*[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 Authority a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in 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 Authority 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 Authority 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

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*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

## 8.7 MANUFACTURER'S AUTHORIZATION FORM

To Agriculture and Food Authority

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 a person competent.

## 8.8 LETTER OF NOTIFICATION OF AWARD

**Agriculture and Food Authority**  
**P.O Box 37962 – 00100,**  
**Nairobi,**

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.

FOR: **Interim Director General**