

COUNTY GOVERNMENT OF BUSIA



COUNTY ASSEMBLY OF BUSIA

OFFICE OF THE CLERK OF THE COUNTY ASSEMBLY

P.O BOX 1018-50400, BUSIA-KENYA.

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TENDER

DOCUMENT

FOR

RE-DESIGNING AND UPGRADING OF WEBSITE.

NEGOTIATION NUMBER: 778698

TENDER NO.BSA/CA/05/2019/2020

Tender Submission Deadline: Tuesday 03rd March 2020 at 10.00Am

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SECTION I INVITATION TO TENDER
DATE: 18TH TUESDAY FEBRUARY 2020

TENDER REF NO: BSA/CA/05/2019/2020

TENDER NAME: RE-DESIGNING AND UPGRADING OF WEBSITE

- 1.1 The **County Assembly of Busia Service Board** invites sealed bids from eligible candidates for re-designing and upgrading of county assembly website.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at procurement department, County Assembly of Busia, Busia off-Kisumu-Kampala road during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of Kshs1000 shillings in cash payable to cash office county assembly of Busia. Alternatively, interested and eligible tenderers may download the tender document(s) **FREE OF CHARGE** from County Government website www.busiacounty.go.ke or the **National Treasury's IFMIS PORTAL: www.supplier.treasury.go.ke**. Bidders who download the documents are required to forward their particulars to the Procurement Office for records and for the purposes of receiving any further tender clarifications and/or addendums where applicable
- 1.4 Completed and duly filled tender documents **MUST** be submitted **ONLINE** on the **IFMIS SUPPLIER PORTAL** and after a successful **ONLINE SUBMISSION** a hard copy of the same is to be enclosed in plain sealed envelope marked with tender reference number and addressed to:

The Clerk
County Assembly of Busia
P.O. Box. 1018, Busia (K)

And submitted or dropped at the tender box located next to the Customer Care Desk [County Assembly of Busia Offices] on or before **Tuesday, 3rd March, 2020**. Tender closes at **10:00 a.m.**

- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (60) days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **the County Assembly Premises**

FOR

ACCOUNTING OFFICER

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
 - (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Form of Tender
 - (vi) Price Schedules

- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Declaration Form
- (xiii) Request for Review Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

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

2.5 Amendment of Tender Documents

2.5.1 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 tenderer, may modify the tender documents by issuing and addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are

accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

2.8. Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the County Assembly.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderers tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderers tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity.
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
 - (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderers 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 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

- 2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern. The original tender document will be submitted online through the IFMIS Portal www.supplier.treasury.go.ke while the copy will be submitted as a hard copy to the County Assembly.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the copy of the tender in an envelope, duly marking the envelope as “COPY OF TENDER”.
- 2.15.2 The envelope shall:
- a. Be addressed to the Procuring entity at the address given in the Invitation to Tender.
 - b. Bear tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE **Tuesday, 3rd March, 2020 at 10.00Am**
- 2.15.3 The envelope shall also indicate the name and address of the tenderer.
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16. Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Tuesday, 3rd March, 2020 at 10.00Am**

- 2.16.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.2 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

(a) The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at the County Assembly Premises on **Tuesday, 3rd March, 2020 at 10.00Am** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

- 2.18.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.2 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers'tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity 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 tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

- 2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

- 2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph
- 2.22.3. (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract
- 2.22.3 Pursuant to paragraph 2.22.2. The following evaluation methods will be applied.
- (a) Operational Plan

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

(b) Deviation in payment schedule

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

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

2.23. Contacting the Procuring entity

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2 , as well as such other information as the Procuring entity deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.26. Procuring entity's Right to accept or Reject any or all Tenders

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.28.2 The contract will be definitive upon its signature by the two parties.

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

2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

Appendix to instructions to Tenderers

The following information for the procurement of upgrading and redesigning of website services shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTION TO TENDER REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1	This invitation to tender is open to all eligible tenderers to provide website upgrade business in Kenya who are also eligible tenderers as described in sections 55 of the public procurement and asset disposal act 2015.
2.16	Tender closes on Tuesday, 3rd March, 2020 at 10.00Am

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACTS 3.1.

Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” mean the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the contract

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than A person employed by the contractor in the performance of the Contract.

- 3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

- 3.5.1 The Contractor shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Procuring entity the performance security where applicable in the Amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the County Assembly.
 - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

3.8. Payment

- 3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.8.2. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor.

3.9. Prices

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10. Assignment

- 3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

3.11. Termination for Default

- 3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:
- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
 - (b) If the Contractor fails to perform any other obligation(s) under the Contract
 - (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

- 3.12.1 The Procuring entity may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice

or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13. Termination for Convenience

- 3.13.1 The Procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

- 3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16. Applicable Law

- 3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

3.17 Force Majeure

- 3.17.1 The Contractor 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.

3.18 Notices

- 3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV –SPECIALCONDITIONS OF CONTRACT

4.1. MANDATORYCONDITIONS FOR ALL BIDDERS

- 4.1.1 Valid Tax Compliance Certificate and pin certificate.
- 4.1.4 Audited financial statements and auditor’s report for the last 2 financial years (2018 and 2017) signed and stamped by a practicing Certified Public Accountant (CPAK).
- 4.1.5 Valid Single Business Permit for the current year.
- 4.1.6 Certified bank statements for the last 12 months ending 31st December 2019.
- 4.1.8 Certified Valid Business Registration certificate/Certificate of incorporation (Memorandum of association and articles Of association)
- 4.1.12 Duly filled, signed and stamped confidential business questionnaire.4.1.13
- 4.1.13 Tender form should be filled or typed on own letter head, signed and stamped
- 4.1.15 Proof of identity of directors (attach copy of ID/passport).
- 4.1.16 Dully sealed written power of attorney.
- 4.1.17 Duly filled, signed and stamped declaration forms(Self-declaration forms for anti-corruption and debarment)
- 4.1.18 Duly filled and signed Debarment form in the format provided.
- 4.1.19 Sequential serialization (pagination)of the tender document including all the attached documents (should not be handwritten)

CRITERIA OF EVALUATION: RE-DESIGNING AND UPGRADING OF WEBSITE – 2019/2020

The process of evaluation and comparison of tenders will be merit point system, and shall be as follows: -

Confirmation of compliance with mandatory requirements: Bidders who fail to comply with any of the mandatory requirements shall be treated as non-responsive and rejected at this stage. Bidders must meet all responsiveness requirements to qualify for technical evaluation

Technical Evaluation: Bidders who were responsive under the mandatory evaluation criteria shall be evaluated as per the Technical Evaluation Criteria set out in the table below. Bidders are required to score at least 75% to qualify for further financial evaluation under the Commercial Evaluation Criteria.

Scoring criteria for **financial aspects** will be based on a ranked basis. The bidder quoting the lowest total premiums having attained 75% technical score shall be ranked first and a score awarded relative to the other bidders' price quotations.

The award criteria shall incorporate all the scored attributes to determine the bidder who emerges with the BEST VALUE FOR MONEY PACKAGE.

MANDATORY REQUIREMENTS

	MANDATORY REQUIREMENTS	YES/NO
A	Submit a valid Tax compliance Certificate.	
B	Submit Audited financial statements and auditor's report for the last 2 financial years (2018 and 2017) signed and stamped by a practicing Certified Public Accountant (CPAK).	
C	Submit A Valid Single Business Permit for the current year.	
D	Bank statements for the last 12 months ending 31st December 2019.	
E	Submit a valid Pin Certificate.	
F	Submit a business registration certificate/certificate of incorporation.	
G	Duly filled, signed and stamped confidential business questionnaire	
H	Duly filled, signed and stamped self-declaration forms.	
L	Must complete the Form of Tender in the Format provided. The form of tender shall only be binding if it is duly filled, signed and stamped.	
M	Sequential serialization/pagination of the tender document and all attached documents (should not be handwritten)	
N	Proof of identity of directors (attach copy of ID/passport).	

b. Technical Compliance Evaluation

Bidders shall be required to provide documentary evidence to demonstrate technical compliance which shall be assessed as follows:

No.	Specifications	Compliance To the Specifications. YES/NO
1.	Bandwidth a minimum of 5GB bandwidth since the pages of the website will be viewed by many people across the globe. It must be able to handle an average of 2,000 visits on a weekly basis with a quick load time on a standard connection.	
2.	Server and Operating System Hosting of the site should be flexible such that any Server Operating System (OS) platform can be used to host the site. The Website should accommodate a dedicated server and database.	
3.	Adequate Disk space Require a minimum of 2 Terabytes (2TB) of disk space on the web server.	
4.	Security The website must be secured with a SSL (Secure Sockets Layer) Certificate. SSL is a standard security technology for establishing an encrypted link between a web server and a browser. This link ensures that all data passed between the web server and browsers remain private and integral. The hosting server must be firewalled , antivirus protected and independent from the CA network	
5.	FTP Access to the Web server The FTP access will be required to get content up to the website through a form.	
6.	Reliability The host must be operating 24/7 and in a stable network connection. An uptime of 99.5% and above will be the expected score. Anything below 99.5% is unacceptable.	
7.	Hosting capability The vendor will be required to provide 5 names of firms with hosting capabilities, with reference of at least 5 existing websites with evidence and references.	
8.	Server Minimum Specifications Processor-4 x 1.6 GHz RAM- 8GB RAM Hard Disk space- 2TP	

NB:-

1. The Busia County Assembly already has a domain i.e. www.busiaassembly.go.ke in place hosted by sasahost.

2. Bidders who fail to meet the compliance requirements will be disqualified at this stage.

c. Technical Capacity evaluation

No	Requirement	Marks
1.	<p>Profile and experience of the company/consultant:</p> <ul style="list-style-type: none"> i. The firm should have proven expertise and experience in web development hosting and maintenance for reputable organizations over the last three (3) years. (Attach three reference letters from the firms indicated above). (15 marks) ii. Provide a list of assignments undertaken on website development, hosting and maintenance handled/completed during the last 3 years along with names of the clients and URLs (including contact person, Address and phone numbers). This must include the three referees provided above. (10 marks) 	25
2.	<p>Professional/technical capacity/capability</p> <p>The support team proposed for the project should have relevant experience and professional qualifications or university education in Information Technology, computer science, website design and programming or other relevant field.</p> <p>Team Leader (Attach CV of team leader)</p> <ul style="list-style-type: none"> i. Demonstrate experience of not less than five (5) years in website hosting, development and maintenance. (5 marks) ii. (ii) University education in Information Technology, computer science, website design and programming or other relevant field (5 marks) 	20

	<p>Other Staff Professional (Attach CV)</p> <p>Attach copies of academic and professional qualifications and CVs of at least three (3) proposed team members who should include programmers and web designers with a minimum of three (3) years' experience in similar assignments (10 marks)</p>	
3.	<p>Methodology and scheduling of the assignment in response to the tender.</p> <p>The proposal must include a detailed approach and methodology to be employed and provide description of work schedule and implementation plan, time table and activity plan for the assignment.</p>	20
4.	<p>Provide FIVE names of possible local website hosts. This should include:</p> <ul style="list-style-type: none"> • Profile of the hosting companies • Location (must be in Kenya) 	10
5.	<p>Provide a demo of a designed website (home page and three additional pages) modeled on the existing CA website and submitted through CD or flash disk. This should demonstrate:</p> <ul style="list-style-type: none"> • Creativity & brand integration, • Site arrangement and ease of navigation, • Colour combination and aesthetics, • Accessibility to all users, • Browser compatibility, • Demonstrate capabilities to capture hits, domains and IP addresses for security purposes, • Standard feedback forms with appropriate categorization capability to ensure specific comments are saved in appropriate tables. This should have text boxes that enables visitors to give brief feedback comments, • Should allow online license application, • Easy integration with social media platforms such as Facebook, Instagram, LinkedIn, Twitter, YouTube, Flickr, among others, and • The site should have a Content Management System (CMS) for updating the site. 	25
	Total Score	100

The bidders who score 75% and above out of 100% in the technical capacity evaluation stage will be considered in the next phase of financial evaluation

Financial Evaluation of Tenders Weighted Technical and financial score

Tenders which have been determined to be substantially responsive to technical requirements will be evaluated and compared.

The Financial Proposal will be checked for correctness of the computations. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

The following evaluation methods will be applied:

The formulae for determining the Weighted Financial Score (Sf) shall be as follows:

$Sf = 100 \times Fm/F$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration.

Weighted technical and financial score

Proposals will be ranked according to their combined weighted technical (St) and financial (Sf) scores using the weights ($T = 0.75$, is the weight given to the Technical Proposal; $P = 0.25$, is the weight given to the Financial Proposal; and $T + P = 1$

The combined weighted technical and financial score, S , is calculated as follows:

$S = (St \times T) + (Sf \times P)$. The firm achieving the highest combined technical and financial score, will be recommended for award of the tender.

Award of Contract

(a) Post-qualification

The Procuring entity will determine to its satisfaction whether the tenderer that is selected as having obtained the highest total score is qualified to perform the contract satisfactorily.

The determination will take into account the tenderer financial, technical, and production capabilities as well as such other information as the Procuring entity deems necessary and appropriate.

An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next highest ranked tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

The Procuring entity will award the contract to the successful tenderer(s) as determined above, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to vary quantities

The Procuring entity reserves the 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) Procuring entity's Right to Accept or Reject Any or All Tenders

The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without

Thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

Contacting the Procuring entity

No tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

Notification of Award

Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

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

Upon the successful tenderer's furnishing of the performance security the Procuring entity will promptly notify each unsuccessful tenderer and will discharge its tender security.

Signing of Contract

At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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.

Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

FULL DISCLOSURE

All bidders are expected to disclose fully all matters of their business without reservations. This MUST include, but not restricted, to all exclusions, riders and enhancements, authorized subcontracted agents. Undisclosed aspects may jeopardize the contract even when awarded

Any information provided by the bidder may be verified by the Assembly and must include all exclusions

SECTION V – SCHEDULE OF REQUIREMENTS, TERMS OF REFERENCE AND SCOPE OF SERVICES

Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the County Assembly and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as bases in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the County Assembly delivery obligations start (notice of award).

Terms of reference and scope of services

Functional Specifications:

The County Assembly desires the website with the following functionalities:

- A new contemporary look-and-feel and navigation style shall be incorporated. The navigation style must ensure that the user, at all points in time, has access to all the major information heads available in the website.
- A back-end interface that allows the website administrators to change the content on the live website without having to bother about any linkages, formatting, archiving, version-controlling and down-time issues.
- The update process should be restricted to only the content but also the design and navigation.
- Provisions need to be made to upload and store any downloadable files on the website/microsites for users to download the file of their choice e.g. tender notices.
- All the content posted on the website/microsites should survive updates i.e. when new content is added, old content should not be deleted; it should be made inactive and kept in the database for records.

Homepage

- The website's colour theme should be visually impressive. The website's graphical interfaces should bear the County Assembly's corporate colours and logo as defined in the corporate identity manual.

- The homepage should offer users a clear starting point for the tasks they will undertake when visiting the site.
- The text in the pages should be in good font that is easily readable.
- Original content is the most important trait. It should have credible-original content not just random links. This links should provide the user with the information at a glance without having to read through all the content in order to pick up the main points. Valuable, well edited information to the user not just data.
- It should have graphics sparingly used. It should not have excess spaces, comments, and the space provided should be utilized well.
- Site Tool (Value Added Modules) should be included on the homepage that will allow easy access to quick information by visitors to the site.

Site arrangement

- The pages should not be cluttered and it should be easy to navigate through to get the information required.
- All related information should be in one area. This will make it easier for visitors to find content.
- The information on the homepage should be grouped into categories based on the audiences to the County Assembly website.
- A site map should be included on the website.
- Order of content displayed should be consistent on all pages.
- Content should be aligned well with available images on the site thus all inner pages should have some form of consistency.

Graphics

- The graphics should be creative, of high quality, meaningful and of high resolution. These should be provided to the County Assembly at no extra cost.
- The buttons should not look big or ridiculous. All graphics should be proportional to the page content and
- The graphics should be light so as to reduce the loading time. This ensures that they can be viewed on small size and low-resolution screens.
- The graphics resources should not be so large so as to affect the speed of the website
- Scrolling should be minimized on all pages. The page size should therefore be 800 × 600 or more.
- Static pictures / banners should not be reloaded on every page.
- Use of animation on the home page. However, this animation should be limited so not to affect the loading speed of the pages.
- The background should not interrupt the text.
- The hierarchy of information should be clear.
- Columns of text should be narrower than in a book to make reading easier on the screen.
- There should be good use of graphic elements (photos, subheads, pull quotes) to break up large areas of text.

- Every webpage in the site should look like it belongs to the same site however, there are certain repetitive elements such as the County Assembly logo and corporate colours that are carried throughout the pages
- Avoid cluttered and bloated pages with lots of photos.
- Define the height and width in all tables and graphics, as this will reduce download time.
- Do use space to break up long pages of text as long paragraphs look unprofessional and are hard to read.
- The layouts proposed must reflect the corporate image. In this regard, it will be expected that the service provider to give the County Assembly four (4) options of the design and layout, allow County Assembly to choose the best option, exchange views and then allow the service provider to implement the new design on the whole website.

Loading times

- The pages should load fast preferably within a maximum of 4 seconds.

Search capability

- A search input box with the option of either searching within the County Assembly's site or any of the major searches engine sites should be provided.
- Search facilities should be designed to suit the individual needs. They should allow searches by:
 - Author
 - Published date
 - File Size
 - File Type
 - Topic, sub-heading or category in specific directories.
 - Using keywords, phrases
 - Among others
- The Search Engine should be well optimized to promote better site rankings on the entire major search engines i.e. Google, Bing, Yahoo, safari, chrome, etc.
- Through the Search Engine Optimization (SEO) the site should be able to receive high traffic from a variety of users.

Links

- The links should be distinct so that they can be easily identified.
- Use link titles to provide users with a preview of where each link will take them, *before* they have clicked on it.
- Link photos to one or more bigger ones that show as much detail as users may need.
- Links to related information should be relevant and close to each other.
- Capability to incorporate videos on news items.

Accessibility

- The website must be accessible to people with disabilities when they are using computers, mobile phones and should also allow accessibility from a range of other devices like tablets, TVs, etc.

- The website should be more accessible through design such as avoiding colour schemes that make it difficult for short-sighted or colour blind people to read.
- The website should be easily decoded and navigated by screen readers.
- County assembly web content should be accessible to people with disabilities. It should therefore be compliant with the international guidelines for accessible web content. At the very minimum, it must conform to the basic standards recommended by the Web Content Accessibility Guidelines (WCAG).

Availability

- The website should be available at all times.

Mail management service

The Website Developer should be able to install mail server application software for official mail management. This will include creation of corporate emails for all staff transacting official business.

Security

- The website should run on a tried and tested content management system (CMS).
- The website should be able to capture hits, domains and IP addresses for security purposes.
- Provide for user access levels for the website e.g. administration, publisher, registered user, etc.
- The website should not accept executable scripts or listing of directory contents.
- Only authorized persons should be allowed to update/post on the website.
- Should provide secure login to private links of which Licensees/Operators (registered users) are allowed to post, upload data/information.
- The site should not accommodate pop ups, however it should have a capacity to conduct online surveys when necessary. The online survey feature should be set in such a way that it can be activated depending on the needs of the County Assembly.
- The site maintenance should adhere to the Website Information Security guidelines issued by the National Kenya Incidence Response Team Coordination Centre (National KE-CIRT/CC). This relate to controls against malicious code, logging and monitoring, back-ups, access control and authentication, mobile code, among others. The guidelines are attached as Annex

Feedback Mechanism

- There should be a standard feedback form with appropriate categorization capability to ensure specific comments are saved in appropriate tables. This will involve creating a text box that enables visitors to give brief feedback comments.
- Provide a feedback interface on the news articles.
- The website should be able to generate and analyze statistics of current usage and provide an online report.
- It should have capability to allow interface for mass mailing to be provided under the CMS. The system should equally allow mails to be delivered quickly when prompted, email tests to be sent when required, allow for subscription/un-subscription, change of contact details and preference settings on the website.

- It should be noted that the database of such contacts and all information will remain the property of County Assembly at all times and none of the information should be shared, sold, or disclosed to third parties.

Social Media

The website should be able to integrate with social media. It should have links to the County Assembly of Busia social media platforms such as Twitter, YouTube, Facebook, Flickr and Instagram. The website should also enable live social media feeds.

The site design should also have the capability for blogs, with different themes, as well as content moderation mechanisms.

Online applications

- The website should allow online license application.
- The website should enable the County Assembly to create back-end databases from time to time. This should include allowing for updating of input fields to support online applications. It should also give confirmation of online application preferably by giving a choice to print.

Archiving Capabilities

- Should allow archiving of history databases or reports.

Technical Specifications:

The design of the website should conform to the following technology specifications:

- The vendor would be required to include all the existing content in the new website. The content would continue to grow with time and therefore, the new website should be designed with the perspective to handle high volumes of content – whether live or in archives.
- The website must be compatible with the latest versions of Google Chrome, Firefox, Internet Explorer, Maxthon, Netscape and other modern-day Internet browsers or higher.
- Meets ISO web site design requirements.

Content Management System

- The site should have a Content Management System (CMS) with some elements of customized where necessary
- The system should make it possible for non-technical users to add or edit content, upload and add images, and to manage critical information.
- The CMS should also play a great role in organizing the flow of information on the site in a consistent manner.

Hosting Requirements

- **Bandwidth**

The County Assembly will require a minimum of 5GB bandwidth since the pages of the website will be

viewed by many people across the globe. It must be able to handle an average of 2,000 visits on a weekly basis with quick load time on a standard connection.

- **Server and Operating System**

Hosting of the site should be flexible such that any Server Operating System (OS) platform can be used to host the site.

The website should be accommodated on a dedicated server and database.

- **Adequate disk space**

Require a minimum of 2 Terabytes (2TB) of disk space on the web server.

- **Security**

The website must be secured with a SSL (Secure Sockets Layer) certificate. SSL is a standard security technology for establishing an encrypted link between a web server and a browser. This link ensures that all data passed between the web server and browsers remain private and integral. The hosting server must be fire walled, antivirus protected and independent from the County Assembly network.

- **FTP Access to the Web server**

The FTP access will be required to get content up to the website through a form.

- **Hosting Control panel**

Hosting control panel will help the County Assembly to maintain its website more efficiently by giving the administrator access to administrative commands.

- **Dedicated Hosting**

The County Assembly will require a dedicated server to host its website. This will offer maximum control over the web server which the website will be stored. The server must have a minimum of the below specifications:

No.	Item	Minimum Specifications
1.	Processor	4 x 1.6 GHz
2.	RAM	8 GB RAM
3.	Hard Disk space	2TB

- **Reliability**

The host must be operating 24/7 and in a stable network connection. An uptime of 99.5% and above will be the expected score. Anything below 99.5% is unacceptable.

- **Hosting capability**

The vendor will be required to provide 5 names of firms with hosting capabilities, with references of at least five (5) existing websites with evidence and references.

Project Plan

- Provide a Gantt chart of proposed timelines for project implementation.
- Also provide a tabulated plan on different tasks to be achieved at certain times of the project plan. This tasks should act as milestones that are to be reached at the specified times. Also in the plan indicate who is responsible for every task.

Integration

- The website should allow integration with existing IT systems at the County Assembly.
- Ensure migration of the content in the existing website to the new site without making any alterations.

Data Protection

- The service provider is required to ensure that the data protection rules are applied.

Maintenance

- Provide all the necessary documentation and training that will be required in the maintenance and update of the site.
- Work hand-in-hand with the user department in conjunction with IT staff of the County Assembly to ensure quality and that the site best presents the information as desired by the County Assembly
- Set up a team with the necessary know-how and experience required to perform all the tasks (webmaster, web designer, web developer, information security, etc). A single contact point must be assigned, with a back-up person also designated with respect to County Assembly website maintenance. Details of the contacts requirements will be included in the SLA.
- Allow IT staff of County Assembly to edit/amend/update/insert and delete content as and when desired through secure access via FTP by use of a Content Management Software (CMS).
- Provide Service Level Agreement (SLA) with cost estimates on the following:
 - Cost of hosting (KES)
 - Cost of Annual Support (KES)
 - Cost of hourly support in (KES)

The SLA should include provision of monthly statistics on site visits and the general site performance including the most popular content.

Training

- The vendor shall conduct a training programme for administrators in order to enable them to carry out regular updates to the website.
- Provide documentation:
- The vendor shall provide two hard copies of the following documents as part of the contract:

- Inception Report after studying the County Assembly's website.
 - System Requirement Specifications report.
 - System Manual including the details regarding County Assembly website updating and maintenance.
- The above documents shall be provided on DVD media.
 - Implementation of tracking software to produce user defined site log reports. A tool to help the County Assembly better understand and measure Web visitor behavior and improve website performance and availability will be required. (This may be offered through hosting service.)
 - Web traffic analysis.

SECTION VI - STANDARD FORMS

Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
7. **Declaration forms** - The declaration form must be completed by the tenderer and submitted with the tender documents. It must also be signed by duly authorized Representatives of the tenderer.
 - **Self-declaration** that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015.
 - **Self-declaration** that the person/tenderer will not engage in any corrupt or fraudulent practice.

FORM OF TENDER

To: Name and address of procuring entity

Date _____

Tender No. _____
Tender Name _____

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Re-designing And Upgrading of Website under this tender in conformity with the said Tender document for the sum of
.....[Total Tender amount in words and figures]
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Re-designing And Upgrading of website in accordance with the conditions of the tender.

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 Tenderers, 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 the signing of the contract by both parties.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2018

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE FORM

1	2	3	4	5	6	7
Item	Description	Quality And Quantity	Duration	Unit Price	Total Price	Unit Price Of Other Incidental Services Payable

CONTRACT FORM

THIS AGREEMENT made the day of 20 between [name of Procurement entity] of [country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

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

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

Must be filled by all applicants or Tenderers’ who wish to participate in this tender.
Name of Applicant(s).....

You are requested to give the particulars indicated in part 1 and either part 2(a), 2(b) or 2(c) whichever applies to your type of business. Part 2(d) to 2(i/j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification of your tender or termination of your contract or debarment of your firm at your cost.

Part 1: General

Business Name
Location of Business premises
Physical Address.....
Town.....
Building.....
Floor.....
Street/Road.....
Plot No.
Postal Address
Postal Code.....
Fax No.....
Email address.....
Contact Person(Full
Names).....
Mobile No.....
Power of Attorney (Yes/No).....
If Yes, Attach Written Document
Nature of Business(Indicate whether manufacturer,
distributor).....
Current trade License..... Expiring date
KRA Pin No.....
Value of the largest single assignment you have undertaken to date(Ksh).....
Was this successfully undertaken?
Yes/No.....
(If Yes attach reference)
Name of your bankers Branch

Part 2(a) – Sole Proprietor

Your name in full Age
Nationality Country of Origin
Citizenship details

Part 2 (b) Partnership

Give details of partners as follows:

Name	Nationality	Citizenship Details	No. of Share
-------------	--------------------	----------------------------	---------------------

1.

2.

3.

4.

5.

Part 2(c) – Registered Company

Private or Public

State the nominal and issued capital of the company

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name Nationality Citizenship details Share

1.

2.

3.

4.

5.

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by the County Assembly of Busia and any other public or private institutions.

Full Names

.....

Signature.....

Dated thisday of2019.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Bankruptcy / Insolvency / receivership.

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names.....

Signature.....

Dated thisday of2019.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of

Part 2 (f) – Criminal Offence

I/We, (Name (s) of Director (s)):-

a)

b)

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed

For and on behalf of M/s

.....

In the capacity of

Dated thisday of2019.

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (g) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a)

b)

For and on behalf of M/s

In the capacity of

Dated thisday of2015

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (h) – Interest in the Firm:

Is there any person/persons in County Assembly of Busia or any other public institution who has interest in the Firm? Yes/No

.....

(Title) (Signature) (Date)

Part 2(i) – Experience:

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials in **the years prescribed** and attach evidence of recommendation letters, local service order or letters of award to show past experience.

	Company Name	Country	Contract / Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							
3							
4							

Part 2(j) – Manpower and Expertise

Attach company profile.

Part 2 (i or j) – Bank account details:

AGPO firms must provide evidence from their bank that the account to which County Assembly of Busia shall make payment has a youth or a woman or a PWD listed in the **CR12 form/partnership deed/sole proprietor certificate** as a MANDATORY signatory of that account,- **Sec.157 (11) of PPADA:**

Account No:.....**Name of the person(s) in the CR12 form OR in the partnership deed OR in the sole proprietor certificate**...../.....
ID No(s):...../.....**Signature and stamp of the authorized Banker Representative**.....**Date**.....

TENDER SECURITY FORM

(To be completed and authorized by a reputable Commercial bank and not an Insurance Firm)

Whereas(hereinafter called “the Tenderer”)
(Name of the tenderer)

has submitted its tender dated.....for the provision of
(Date of submission)

.....hereinafter
(Name and/or description of the services)

Called ‘the tender’.....

KNOW ALL PEOPLE by these present that we.....

of.....having our
Registered office at.....(herein
after called “the Bank”) are bound into County Assembly of Busia(here in after called The
Procuring Company”) in the sum of
For which payment well and truly to be made to County Assembly of Busia, the Bank bind itself,
its successors and assigns by these presents. Sealed with the common seal of the said Bank this
.....day of20.....

THE CONDITIONS of these obligations 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 County Assembly of Busia 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 County Assembly of Busia up to the above amount upon receipt of the company's first written demand, without it having to substantiate its demand, provided that in its demand the company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditioned, specifying the occurred conditioned 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 and Stamp of the Bank)

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

WHEREAS *[name of tenderer]*
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____
[reference number of the contract] dated _____ 20 _____ to _____ supply
.....
[description of services] (Hereinafter called “the Contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of
[Amount of guarantee] as aforesaid, without your 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 _____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated the...day of20.....in the matter of Tender No.....of..... 20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

..... (Title)
(Signature) (Date)

Bidder Official Stamp

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

I,of P. O. Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrupt practice with other bidders participating in the subject tender

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)

Bidder’s Official Stamp