



**TENDER RE-DESIGN, DEVELOPMENT AND
MAINTAINANCE OF CA WEBSITE**

TENDER NO: CA/PROC/OT/31/2016- 2017

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SECTION I – INVITATION TO TENDER

Tender Ref No. CA/PROC/OT/31/2016-2017- Re-design, development and maintenance of CA Website

The CA invites sealed tenders from eligible candidates for Re-design, development and maintenance of CA Website

Interested eligible candidates may obtain further information from and inspect the tender documents at (CA Centre, at 3rd floor, Procurement offices along Waiyaki Way, Westlands during normal working hours.

A complete tender document may be obtained by interested candidate free of charge or downloaded on or downloaded from the link: www.ca.go.ke/index.php/tenders or IFMIS supplier portal (<http://supplier.treasury.go.ke>).

Bidders who download the tender document are advised to sign a tender register at Procurement Office on 3rd Floor, CA Centre, along Waiyaki Way or forward their particulars/contacts to the Head of Procurement, Communications Authority of Kenya, through the email address tenders@ca.go.ke before the closing date for record keeping and for purposes of receiving clarifications and/or addendums, if any.

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for period of (120) days from the closing date of the tender.

Completed tender documents in plain, sealed envelope clearly marked **CA/PROC/OT/31/2016-2017 –“TENDER FOR RE-DESIGN, DEVELOPMENT AND MAINTAINANCE OF CA WEBSITE”** should be deposited in our tender box located on the ground floor of the CA Centre or mailed to the address below, so as to reach on or before **8th March, 2017 at 2.30 p.m.**

The Head of Procurement
Communications Authority of Kenya
P.O. Box 14448, Nairobi 00800
Tel: +254 (020) 4242000/
Mobile: +254 703-042000
+254 736 121515/121414
Website: www.ca.go.ke

Bids shall be opened soon thereafter at the CA 1st floor meeting room 2 in the presence of the bidders representative(s) who choose to attend.

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the 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 Authority's employees, committee members, board members and their relative (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 Authority 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 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 Authority, 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 Authority shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

231. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract

- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

232. The Tenderer 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 tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

241. A prospective candidate making inquiries of the tender document may notify the Authority in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Authority will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Authority. 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 prospective tenderers who have received the tender documents"

242. The Authority 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

2.5 Amendment of documents

251. At any time prior to the deadline for submission of tenders, the Authority, 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 an addendum.

252. 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.
253. In order to allow prospective tenderers 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.

2.6 Language of tender

261. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Authority, 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

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

- 2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices 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 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the Authority within 30 days of receiving the request.

2.10 Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 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 its 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 Authority's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security 50,000.00

- 2.12.2** The tenderer shall furnish, as part of its tender, a tender security of **Kshs 50,000.**
- 2.12.3 The tender security is required to protect the Authority 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 a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee or letter from insurance firms approved the PPDA
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Authority as non-responsive, pursuant to paragraph 2.20
- 2.12.6 Unsuccessful tenderer's 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.

2.12.7 The successful tenderer's 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 specified by the Authority on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30

or

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 180 days or as specified in the invitation to tender after 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 nonresponsive.

2.13.2 In exceptional circumstances, the Authority may solicit the Tenderer'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 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies 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.

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 unamended 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 original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed In An outer Envelope. 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 to tender and the words: “DO NOT OPEN BEFORE(8th March, 2017 at 2.30 p. m),”

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Authority will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Authority at the address specified under paragraph 2.15.2 no later than (8th March, 2017 at 2.30 p.m).

2.16.2 The Authority may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the Authority and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the Authority 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 tender’s is received by the Authority prior to the deadline prescribed for the 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 cable, but followed by a signed confirmation copy, postmarked not 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

2.17.6 The Authority 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.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at CA Centre on (**8th March, 2017 at 2.30 p.m**) and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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 Authority, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The Authority will prepare minutes of the tender opening which will be submitted to the 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 Authority 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 shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Authority's in the Authority's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers 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 Authority will examine the tenders to determine whether they are complete, whether

any computational errors have been made, whether required securities 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Authority may waive any minor informality or nonconformity 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 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.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Authority and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

- 2.21.1 Where other currencies are used, the Authority 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 Evaluation Process

The tenders submitted will be evaluated in four (4) stages; General Mandatory, Technical compliance, and Financial. The evaluation process will be in stages as follows:-

- a. General Mandatory Evaluation –Pass/Fail
- b. Technical compliance evaluation
- c. Technical Capacity Evaluation- 75% Pass
- d. Financial Evaluation –Lowest Evaluated bidder

2.22.2 General Evaluation criteria

The bids shall undergo a general pre-qualification process in order to determine bid compliance to the following mandatory requirements. Tenderers are required to comply to the following requirements, failure to which the firm shall not proceed with the next stage of evaluation:

a. Mandatory Evaluation Criteria

No	Description of requirement
1.	Attach copy of certificate of Registration/Incorporation
2.	Valid Tax Compliance Certificate
3.	Bid security of KES. 50,000 from a reputable bank or insurance company approved by PPRA (former PPOA)
4.	Attach a CR12 certificate
5.	Audited accounts for the last 3 years (2013, 2014, 2015)

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 Specification
1.	Bandwidth a minimum of 30GB 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 10,000 visits on a weekly basis with 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 on 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	
4.	FTP Access to the Web server The FTP access will be required to get content up to the website	

	through a form.	
5.	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.	
6.	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.	
7	Server Minimum Specifications	
	Processor-4 x 1.6 GHz	
	RAM- 8GB RAM	
	Hard Disk space- 2TP	
REMARKS		

NB bidders who fail to meet the compliance requirements will be disqualified at this stage.

c. Technical Capacity evaluation

No	Requirement	Marks
1.	Profile and experience of the company/consultant: 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.	Professional/technical capacity/capability 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. Team Leader (Attach CV of team leader) 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

	Other Staff Professional (Attach CV) 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)	
3.	Methodology and scheduling of the assignment in response to the tender. 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.	20
4.	Provide FIVE names of possible local website hosts. This should include: <ul style="list-style-type: none"> • Profile of the hosting companies • Location (must be in Kenya) 	10
5.	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: <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

At financial evaluation stage, the lowest evaluated bidder will be considered for the award of the tender

2.23. Contacting the Authority

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Authority 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 Authority in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Authority will 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's 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 2.1.2, as well as such other information as the Authority 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 Authority will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Authority 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.

2.24.4 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 tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Authority's action. If the Authority determines that none of the tenderers is responsive; the Authority shall notify each tenderer who submitted a tender.

2.24.5 A tenderer 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 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing

of the contract between the tenderer and the Authority pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Authority will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

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

2.26.3 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.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Authority, the successful tenderer shall furnish the performance security of 5% of the contract sum in the Performance Security Form provided in the tender documents, or in another form acceptable to the Authority.

2.27.2 Failure of 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 Authority may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Authority 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.

2.28.2 The Authority 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;

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

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Authority 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 contractor including materials and incidentals which the tenderer is required to provide to the Authority under the Contract.
- d) “The Authority” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right's

The tenderer shall indemnify the Authority 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

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Authority the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the Authority 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 Authority and shall be in the form of :

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Authority.

3.6.4 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 tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 The Authority or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Authority shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer 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.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Authority may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Authority.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.9 Prices

Prices charged 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 by the tenderer in its tender or in the Authority's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the Authority's prior written consent.

3.10 Termination for Default

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

- a) if the tenderer 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 Authority.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.

- c) if the tenderer, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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, services similar to those undelivered, and the tenderer shall be liable to the Authority for any excess costs for such similar services.

3.12 Termination of insolvency

The Authority may at the 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 produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the Authority.

3.13 Termination for convenience

- 3.13.1 The Authority 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 Authority 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 Authority may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The Authority's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

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 Force Majeure

The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law.

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

3.18 Notices

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 E-mail and confirmed in writing to the other party's address specified in the SCC

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, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract	Special conditions of contract
3.6	Specify performance security of 5% of the contract sum
3.8	Specify method and conditions of performance as per clause 3.6
3.9	Specify price adjustments allowed. Not more than 10% of contract sum
23.14	Specify resolution of disputes as per clause 3.14
3.17	Specify applicable law. English Law
3.18	Indicate addresses of both parties

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 Authority 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 Authority's delivery obligations start (notice of award).

Terms of reference and scope of services

Functional Specifications:

The Authority 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. The site will have categorized links to other related web sites such as UPU, ITU, CTO, ATU, etc.
- 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 Authority'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 Authority's 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 Authority 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 Authority's 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 Authority four (4) options of the design and layout, allow CA 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 Authority's site or any of the major search 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.
- CA 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.

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 Authority.
- 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 CA 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 Authority's 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 Authority 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 Authority will require a minimum of 30GB 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 10,000 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 firewalled, antivirus protected and independent from the CA 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 Authority to maintain its website more efficiently by giving the administrator access to administrative commands.

- **Dedicated Hosting**

The Authority 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 Authority.
- 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 Authority to ensure quality and that the site best presents the information as desired by the Authority.
- 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 CA website maintenance. Details of the contacts requirements will be included in the SLA.
- Allow IT staff of Authority 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 Authority's website.
- System Requirement Specifications report.
- System Manual including the details regarding Authority 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 Authority better understand and measure Web visitor behaviour and improve website performance and availability will be required. (This may be offered through hosting service.)
- Web traffic analysis.

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

FORM OF TENDER

Date _____
Tender No. _____

To.....
.....

[Name and address of Authority]

Gentlemen and/or Ladies:

- 1 Having examined the tender documents including Addenda Nos.. *[insert numbers,* the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* 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.
- 2 We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
- 3 If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Authority).
- 4 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.
- 5 Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____ . Page ____ of _____ .

1	2	3	4	5	6	7
Item	Description	Quantity & quality	Duration	Unit Price	Total Price EXW per item	Unit Price of other incidental services payable

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

CONTRACT FORM

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

WHEREAS the Authority invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Authority’s Notification of Award.
3. In consideration of the payments to be made by the Authority to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Authority to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Authority hereby covenants to pay the tenderer in consideration of the provision of the materials and spares 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 tenderer)

in the presence of _____.

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.

Part 1 General

Business Name.....

Location of Business Premises

Plot No,Street/Road.....

Postal addressTel 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.....

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>																									
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
	Name	Nationality	Citizenship details	Shares																						
1.																						
2.																						
3.																						
4.																						
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
	Name	Nationality	Citizenship details	Shares																						
1.																						
2.																						
3.																						
4.																						
	<p>Date.....Signature of Candidate.....</p>																									

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)

PERFORMANCE SECURITY FORM

To:

[name of the Authority]

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 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 the 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 or sums 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 or financial institution]

[address]

[date]

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[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 tenderer][hereinafter called “the tenderer”] 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 institution], as instructed by the tenderer, 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 tenderer, 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 thereunder or of any of the Contract documents which may be made between the Authority and the tenderer, 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 and in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

Address of Authority

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB

1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Authority*)

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

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

.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 2.

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

.....20.....

SIGNED
Board Secretary