



**KENYA FILM CLASSIFICATION BOARD**

**P.O Box 44226 – 00100, Nairobi, Kenya**

**15th Floor, Uchumi House, Agakhan Walk**

**Nairobi, Kenya**

**TENDER NO: KFCB/03/2020/2021**

**PROPOSED DESIGN, DEVELOPMENT AND MAINTENANCE OF  
KFCB WEBSITE**

**(Reserved for Youth, Women and Persons with Disability)**

**CLOSING DATE: 6<sup>TH</sup> OCTOBER, 2020**

**TIME: 11.00 A.M**

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## INTRODUCTION

The Kenya Film Classification Board (KFCB) is a Regulatory State Corporation established by the Films and Stage Plays Act Cap 222 Laws of Kenya to regulate the creation, broadcasting, possession, distribution and exhibition of film in the country with a view to protect children from exposure to harmful content and promote Kenya's culture and national values as enshrined in Article 10 of the Constitution of Kenya, 2010. The Kenya Information and Communications Act further empowers the Board to impose age restrictions on all films to be aired by broadcast stations to ensure that content which depicts scenes intended for an adult audience is not aired during the Watershed Period (between 5am – 10 pm). The entity is domiciled in Nairobi (Headquarters), Kenya with the following branches:

- i) Mombasa- Teleposta Towers, Posta GPO, Digo Road Street, 5<sup>th</sup> Floor
- ii) Garissa – County Commissioner's Offices
- iii) Embu- Embu Motors Building, Meru-Embu Highway, 3<sup>rd</sup> Floor room C3
- iv) Nyeri- Nyeri County Headquarters
- v) Nakuru- Kenya National Library Services Building, Off Moses Mudavadi Road, 2<sup>nd</sup> Floor
- vi) Eldoret- KVDA Plaza, Oloo Street, 10<sup>th</sup> Floor
- vii) Kakamega- Former Provincial Commissioner Office, Block D, Room 15
- viii) Kisumu- New Nyanza Provincial Headquarters, Bonyo Road, 5<sup>th</sup> Floor, Wing B

The Board carries out its principal function by:

- a) Examining films, TV & Radio programmes, non-programme matter & posters for purposes of classification.
- b) Determining age suitability for viewership of film and broadcast content.
- c) Giving consumer advise, having due regard to the protection of women and children against sexual exploitation or degradation.
- d) Registering and licensing film agents, local & international filmmakers, distributors & exhibitors.
- e) Prescribing & developing regulations & guidelines on film & broadcast content regulation in the country.
- f) Regulating and licensing stage plays and theatres as recommended by the Presidential Taskforce on Parastatal Reforms, 2013.
- g) Ensuring that content which depicts, contain scenes or are of the language intended for adult audience are not aired during the watershed period i.e. 5am to 10pm
- h) Enforcing the Programming Code for the free-to-air radio & TV services as prescribed by Communication Authority of Kenya (CA) by ensuring that all programme & non-programme matter, namely commercials, infomercials, documentaries, programme promotions, programme listings, community service announcements & station identifications are classified before they air.

## SECTION I – INVITATION TO TENDER

**Tender Ref.** KFCB/03/2020-2021

**Tender Name.** Proposed Design, Development and Maintenance of KFCB Website

**Dated:** 22<sup>nd</sup> September, 2020

- 1.1 The Kenya Film Classification Board invites sealed tenders from eligible candidates for the Proposed Design, Development and Maintenance of KFCB Website.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Supply Chain Management office, Kenya Film Classification Board, Aga Khan Walk, Uchumi house 15<sup>th</sup> floor during normal working hours.
- 1.3 A complete tender document may be obtained by interested candidates upon payment of a non – refundable fee of **Kshs. 1,000.00** payable in cash or Bankers cheque to the Chief Executive Officer, Kenya Film Classification Board. The document may also be **viewed and downloaded** from the Board’s website: [www.kfcb.co.ke](http://www.kfcb.co.ke) free of charge. Bidders who download the tender from the website must forward their particulars immediately to [procurement@kfcb.co.ke](mailto:procurement@kfcb.co.ke) for recording and for the purposes of receiving any further clarification and addenda.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **90 days** from the closing date of the tender.
- 1.5 Tenderers must submit a duly filled Tender Securing Declaration Form together with their bids.
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at **Kenya Film Classification Board, Aga Khan Walk, Uchumi House, 15<sup>th</sup> Floor** and addressed to:

**Chief Executive Officer  
Kenya Film Classification Board  
P.O BOX 44226 – 00100 Nairobi**

so as to be received on or before **Tuesday 6<sup>th</sup> October, 2020 at 11:00 am. Late bids will not be accepted.**

- 1.7 Due to the ongoing **Covid 19 Pandemic**, tenders will be **quarantined** after the deadline for submission and **opened on Thursday 8<sup>th</sup> October, 2020 at 11.00 am** at the **Nairobi Film Centre, Uchumi House**, in the presence of tenderers or their representatives who choose to attend.

**Chief Executive officer  
Kenya Film Classification Board**

## SECTION II – INSTRUCTIONS TO TENDERERS

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## **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 procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible pursuant to section 66 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 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 tender document is offered to interested bidders at **Kshs 1,000.00**.

### **2.3 Contents of tender documents**

- 2.3.1 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

2.3.2 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**

2.4.1 A Prospective Candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the 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 no later than seven (7) days prior to the deadline for the submission of 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 prospective tenderers 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

## **2.5 Amendment of 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 an 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 tender**

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**

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

(a) A Tender Form and a Price Schedule completed in accordance with clause 2.8, 2.9 and 2.10 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 procuring entity 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 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 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 Instruction to Tenderers.
- 2.12.2 The tender security shall be in the amount not exceeding 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 a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
  - b) Cash.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity 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 procuring entity.
- 2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to clause 2.26, and furnishing the performance security, pursuant to clause 2.27.
- 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 procuring entity 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 2.26 or
    - (ii) to furnish performance security in accordance with paragraph 2.27.
  - (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 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity 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 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 **Thursday, 8<sup>th</sup> October 2020 at 11.00 a.m.**

2.15.2 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". —

2.15.3 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**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **6<sup>th</sup> October, 2020 at 11.00 a.m.**

2.16.2 The procuring entity 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 procuring entity 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 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 tender's is received by the procuring entity 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 procuring entity 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 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.

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **8<sup>th</sup> October, 2020 at 11.00 a.m.** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 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.

2.18.3 The procuring entity 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 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 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 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 Procuring entity 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 2.22, 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 a 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 comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 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 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

### **(a) Operational Plan.**

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 nonresponsive and rejected.

### **(b) Deviation in payment schedule**

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

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

2.22.6 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.

## **2.23 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 Award of Contract**

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

- 2.24.1 In the absence of pre-qualification, the Procuring entity 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 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.

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

- 2.24.4 Subject to paragraph 2.28 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.
- 2.24.5 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 tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.6 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 Procuring entity 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 procuring entity pursuant to clause 2.26. 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 clause 2.27, the Procuring entity 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 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.

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 Procuring entity.

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 Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 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 bidder or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 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.

2.28.2 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;

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

## APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for procurement of services shall complement or amend the provisions of 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.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: <b>Registered qualified firms operating in Kenya and registered with the National Treasury under AGPO.</b>
2.10	Particulars of other currencies allowed: <i>Tenders must be in Kenya shillings</i>
2.11	Particulars of eligibility and qualifications documents of evidence required: <ol style="list-style-type: none"> <li>1. <b>Certificate of registration/ incorporation.</b></li> <li>2. <b>Copy of valid AGPO Certificate</b></li> <li>3. <b>Valid Tax compliance certificate</b></li> <li>4. <b>Copy of Valid Business Permit</b></li> <li>5. <b>Tender Securing Declaration Form</b></li> <li>6. <b>Duly filled Form of tender.</b></li> <li>7. <b>Duly filled Price Schedule.</b></li> <li>8. <b>Duly filled Confidential Business Questionnaire</b></li> <li>9. <b>Serialized/paginated tender document</b></li> </ol>
2.12	Particulars of tender security if applicable: <i>Tenderers must fill the Tender Securing Declaration Form provided.</i>
2.13.1	Particulars of Tender Validity Period: <i>Tender shall remain valid for a period of <b>90</b> days from the date of opening</i>
2.14.1	Bidders shall provide <b>1 ORIGINAL</b> of the tender document clearly marked original and <b>1</b> copy marked <b>COPY</b> all <b>serialized/paginated</b> and all placed in one envelope and tender name and number clearly written on top of the envelope
2.16	Deadline for Submission of Tenders /Closing date shall be <b>Tuesday, 6<sup>th</sup> October, 2020 11:00 am.</b>
2.16.3	Bulky tenders which will not fit in the tender box shall be received by the <b>KFCB Supply Chain Management department.</b>
2.22	Evaluation and Comparison of Tenders: <i>This will be carried out as per the evaluation criteria below.</i>
2.2 4	Particulars of post – qualification if applicable: <i>Due diligence shall be carried out on the successful tenderer prior to award.</i>
2.28	Particulars of performance security if applicable: <i>Performance security of <b>10% of the contract price</b> will be required from the winning bidder after the award of the tender</i>



# EVALUATION CRITERIA

Evaluation criteria shall include:

- a. Preliminary Evaluation / Mandatory Requirements
- b. Compliance with Technical Requirements (capability assessment)
- c. Technical Evaluation as per the set criteria
- d. KFCB may invite the best firms for demonstration before an award.
- e. Financial evaluation
- f. Due diligence will be conducted to verify the information provided.

**a) Mandatory requirements**

The submission of the following mandatory requirements will be required in the determination of the completeness of the bid and responsiveness of bidders. Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further.

	<b>Requirements</b>
1	Certificate of Registration/Incorporation and CR12
2	Copy of valid AGPO Certificate.
3	Copy of valid Tax Compliance Certificate.
4	Copy of current Business Permit issued by the County Government
5	Duly completed, signed and stamped Tender Securing Declaration Form
6	Duly filled, signed and stamped Form of Tender in the format provided
7	Duly filled, signed and stamped Price Schedule.
8	Duly filled, signed and stamped Confidential Business Questionnaire in the format provided
9	Bid documents must be paginated/serialized including all attachments preferably in continuous order from the first to the last page i.e 1,2,3,,4,5,.....k where k is the bid document last page.

**b) Compliance with Technical Requirements**

The proposals shall be evaluated on their basis of responsiveness to the Terms of Reference, and must comply with the minimum requirements to be considered for further evaluation.

Tenderers to provide detailed sentence responses to each requirement indicating the level of compliance. Attach datasheets/ brochures/technical specifications/commitments and submit together with the Tender document.

No	Requirement	Description	Tenderer's response
1	<b>User Needs Assessment</b>	<ul style="list-style-type: none"> <li>• Understand Business Goals &amp; Objectives - discussions with relevant officers in the various departments to be in line with the goals &amp; objectives for the website program and the Vision of the organization.</li> <li>• Analyze gaps in capabilities and workflows to determine where automation can drive efficiencies.</li> <li>• Develop Business Requirements – based on business process analysis, work with key stakeholders to develop web requirements</li> </ul>	
2	<b>Website Features</b>	<ul style="list-style-type: none"> <li>• Design should be flexible to accommodate new/ additional pages which allow for vacancy postings, tenders, video content, list of productions and any other media content.</li> <li>• Design should allow changing the interface templates as and when required.</li> <li>• It should be compatible to various browsers including IE, Mozilla Firefox, Chrome, Safari, Opera etc. having in mind the right screen resolutions</li> <li>• Ability to use RSS feeds.</li> <li>• The portal should allow users to share their views, feedback, solutions and suggestions online through the webmaster or other proposed flow, and also allow podcasts, webcasts and other wikis and forums.</li> </ul>	

		<ul style="list-style-type: none"> <li>• The website should incorporate cyber security features against hacking and defacement, phishing etc</li> <li>• Both files and database should have a backup solution to ensure business continuity as well as data recovery planning.</li> </ul>	
4	<b>Accessibility</b>	<ul style="list-style-type: none"> <li>• Persons with disabilities should be able to use the website. The bidder should state how they will ensure that people with disabilities can perceive, understand, navigate, and interact with the new website. It will be important that the website be accessible in order to provide equal access and equal opportunity to people with disabilities.</li> </ul>	
4	<b>Hosting</b>	<ul style="list-style-type: none"> <li>• The vendor is expected to specify the proposed hosting location or provide details of any third-party hosting partner they intend on using.</li> <li>• The vendor should safeguard the website and provide robust security to maintain the site integrity and confidentiality.</li> <li>• KFCB reserves the right to host the portal on any other server. In such a case, the vendor will be required to provide all other services as mentioned in this document on the server as chosen by KFCB.</li> </ul>	
5	<b>Content Management System Training</b>	<ul style="list-style-type: none"> <li>• User Navigation Training for the user department to ensure they are comfortable navigating through the new website.</li> </ul>	

		<ul style="list-style-type: none"> <li>• The CMS should allow non-technical staff to instantly update web site content on specific pages.</li> <li>• System administrator training to ensure internal system administrator is fully comfortable managing website/CMS system on a day-to-day basis.</li> <li>• Content management training to provide training for content managers who will be adding content to the website on a consistent basis.</li> <li>• Provide simple mechanism for uploading/updating new content, including copy, images, forms, documents, or other materials.</li> </ul>	
6	<b>Design and Layout</b>	<ul style="list-style-type: none"> <li>• The consultant is expected to develop and present prototype designs to the website project team. The designs should be in line with KFCB as a brand where reference to the current site may be made.</li> </ul>	
7	<b>Quality Control of Content</b>	<ul style="list-style-type: none"> <li>• Review for accuracy and determination of ownership/copyright of all data/information or pictures</li> <li>• Creation of Graphics and Navigation Designs.</li> <li>• Before any web authoring is undertaken, sample designs and navigation systems shall have to be prepared, reviewed and approved.</li> </ul>	
8	<b>Acceptance</b>	<ul style="list-style-type: none"> <li>• The acceptance by the KFCB will be based on clearly defined milestones.</li> <li>• Acceptance will only be sanctioned when the KFCB's management have certified that the</li> </ul>	

		<p>works are in strict compliance with their defined scope.</p> <ul style="list-style-type: none"> <li>Once the web site has been completed and accepted, the web site design and all of its contents, software and architecture become property of the KFCB.</li> </ul> <p>The supplier MUST provide the source code of the website, database scripts, all access credentials upon completion and commissioning of the KFCB website.</p>	
9	<b>Warranty and Support</b>	Post-Implementation Support & Maintenance (2 years)	
10	<b>Website Standards</b>	<p>The website design should be aligned to ICTA web management and standards in design, Interoperability, Accessibility, Usability, Web branding, Page elements, Fonts, Links and Pointers, Social media, Multimedia, Online visibility and Legal matters.</p> <p>Web content, general considerations, web hosting and Monitoring and Evaluation guidelines should be adhered to.</p>	
11	<b>Sample website design</b>	<p>Tenderers MUST provide one (1), sample design in PDF/JPEG/MP4 for the landing page incorporating the KFCB official colors.</p> <p>The sample website design must be presented in burned clearly marked Digital Video Disc (DVD) alongside the bid document. The markings should include the bidder name.</p>	
12	<b>Auditing current KFCB website</b> ( <a href="https://www.kfcb.co.ke/">https://www.kfcb.co.ke/</a> )	The bidder is required to analyze the current KFCB website and provide an itemized recommendation summary of the areas and actions to be taken.	
13	<b>Training of at least 3 technical and 5 content managers</b>	<p>The Tenderer shall provide an extensive training plan indicating all areas that the training will cover:</p> <ol style="list-style-type: none"> <li>1) Technical administration</li> </ol>	

		2) User/Content management	
14	<b>Website Maintenance</b>		
	1) Facelift of website from time to time.	The bidder should be able to introduce new features, carry out on-demand changes and regular updates to the website.	
	2) Carry out necessary maintenance of the site as per request	This include but not limited to: analysis of access logs, error logs and implementation of solutions to found exceptions	
	3) Code maintenance and upgrade on security management.	This include but not limited to: fine tuning of web pages, closure of any existing security loopholes The bidder shall carry out proactive security assessment checks and provide a quarterly report.	
	4) Website restoration	The bidder shall maintain an up-to-date backup and should be able to restore the website in case of failure/hacking	
15	<b>Availability</b>	The site has to be accessible 24 hours a day, 7 days a week from any part of the world with minimum if not zero downtime (99.5% availability).	
16	<b>Restricted Content Interface</b>	Ensure content on the website may not be for everyone, the ability to restrict content based on the user_roles or their logged in status. Restrict access to certain content, pages or posts because some of them can only be for paid or registered members_or for admins only, thus they will be the only users who can access them.	
17	<b>Search Engine Optimization (SEO)</b>	The contracted web development company will ensure the Search Engine Optimization (SEO).	

### c) Technical Evaluation

Bids will be evaluated as per the evaluation criteria as follows:

	<b>EVALUATION ATTRIBUTE</b>	<b>MAXIMUM POINTS</b>
<b>1</b>	The firms general experience in the field of the assignment. Proof of undertaking at least Five (5) similar assignments in last Five years. Submit reference letters, LPOs/LSOs, contracts and recommendation (each 4 marks)	<b>20</b>
<b>2</b>	A proposal that covers the web design process, Content transfer from the	<b>40</b>

	previous site and training of the users and a strong Delivery plan with wide spectrum of activities and all scope of work.	
<b>3</b>	Qualifications and competence of the key staff for the assignment Submit CVs of at least 2 lead members of the team with Degree in IT / Cyber security related, professional qualification and at least 5 years' experience in the field (each 10 marks)	<b>20</b>
<b>4</b>	Company profile – Tenderers should provide a company profile indicating organizational structure and key management staff	<b>5</b>
<b>5</b>	ICTA 5 and above Valid accreditation certificate for compliance	<b>10</b>
<b>6</b>	Duration to complete the assignment, with clear timelines for each activity	<b>5</b>
	<b>Total points</b>	<b>100</b>

# SECTION III GENERAL CONDITIONS OF CONTRACT

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## **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 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 contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the Kenya Film Classification Board.
- (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 super ceded 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

### **3.4 Patent Right's**

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

### **3.5 Performance Security**

3.5.1 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 Special Conditions of Contract.

3.5.2 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.

3.5.3 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 Authority.
- d) Letter of credit.

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

### **3.6 Inspections and Tests**

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

3.6.2 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 Procuring entity.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity 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 Procuring entity.

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

### **3.7 Payment**

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

### **3.8 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 procuring entity'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.

### **3.9 Assignment**

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

### **3.10 Termination for Default**

The Procuring entity 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 Procuring entity.
- (b) if the tenderer fails to perform any other obligation(s) under the Contract.
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

### **3.11 Termination for insolvency**

The procuring entity may at the anytime 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 procuring entity.

### **3.12 Termination for convenience**

3.12.1 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 entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.13 Resolution of disputes**

The procuring entity'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.

### **3.14 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.

### **3.15 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.

### **3.16 Applicable Law.**

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

### **3.17 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 reference	Special conditions of contract
3.6	Specify performance security if applicable:  <i>The successful tenderer shall furnish to the Procuring entity with the performance security equivalent to <b>10% of the contract sum in form of a bank guarantee.</b></i>
3.8	Specify method and conditions of performance:  <i>Payment shall be made after the services have been satisfactorily provided and upon submission of an invoice</i>
3.8	Specify price adjustments allowed:  <i>No price adjustments will be allowed unless under exceptional circumstances</i>
3.13	Specify resolution of disputes:  <i>If both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to an Arbitrator or to a court of law</i>
3.16	Specify applicable law:  <i>Laws of Kenya</i>
3.18	The address to be used for purposes of notices will be:  <b>Kenya Film Classification Board, Uchumi House, 15<sup>th</sup> Floor P.O. Box 44226-00100 Nairobi.</b>

## **SECTION V – SCHEDULE OF REQUIREMENTS**

### **1. Introduction**

In our Strategy, we recognize the need to revamp and enhance our web site, development and maintenance so as to remain vibrant and relevant to our stakeholders and customers as a cardinal strategic objective for attaining our organization's mission.

### **2. Specific Objectives**

The web design, development and maintenance will help in:

1. The Design: Upgrade into a user-friendly and vibrant design with new interface that is visually appealing with attractive mix of text, graphics, a unified theme that is easy to navigate, customized icons, image and flashy banners/ animations.
2. Responsive designs: implement the use of micro-sites/grid systems that adjust to different devices-mobile/pc/tablet/ipad.
3. Improve the Usability: Ensure users access information easily by improving the information architecture. Use of call-to-actions for instructing website visitors on what to do within the site.
4. Functional online support: to capture pertinent information with features like on-line feedback forms or enquiry forms.
5. Upgrade the back-end Content Management System (CMS) that is reliable is easy to manage permitting non-technical staff to instantly update the web content and add modules/section easily.
6. Compatibility with social media tools like twitter and Facebook, You-tube.
7. Online payments: should be able to facilitate online and electronic payment

### **3. Scope of Service**

The scope will include planning, requirement gathering, design, development, testing, commissioning and migration of data from the existing site to the new website.

Details of various elements of the scope of work include, but not limited to the following:

- Conduct website needs assessment both at the user, departmental and organizational level.
- Design of the website in terms of layout, look and feel, usability etc.
- Establish a media section, videos and podcast section within the website.
- Design online forms for relevant activities.
- Set up a user-friendly blogging system which can assist with publications and newsletters, latest updates
- Search engine optimization that will help with KFCB high online Visibility
- Map locations and contacts (HQs and regional Offices)
- User training.
- Ensure the website is compatible with all popular browsers and ability to run on hand held mobile devices that will allow the website content to flow seamlessly
- System Design – build the web/CMS system to include all business & technical requirements; ensure clear communication, brand consistency & aesthetic appeal; provide exceptional usability & easy navigation; conduct usability testing.
- Documentation & User Manual – build a system administration and user manual to document how the website/CMS system works and provide reference material to internal system administrator and content managers.
- Analysis & Recommendations – Propose the best web content management tool for use, based on previous experience working with other clients.
- Back-end Integration Services - Connection and integration to external services: staff mail office 365, member service portal for KFCB members, Online Licensing Portal KFCB sites , Nairobi Film Centre (NFC), Knowledge management portal, KFCB films portal and KFCB social media pages.
- Web Analytics Integration – integrate new website/CMS with existing Google web analytics systems to provide accurate reporting on website activity. The vendor may choose to use other web analytics so long as the objective is not lost.
- Database Integration – provide a connection between our back-end databases and front-end website. For example, a website visitor could register to receive newsletters and be added to our email database for upcoming events and other information.

- Search Engine Indexing – submit our new website to Google, Yahoo!, Ask.com, and other popular search engines to ensure we are indexed.
- Meta-Tags, Keywords, & Page Titles – ensure that each web page has the appropriate page title, keywords, or any other meta-tags that are required.

#### **4. Gantt Chart\ Work Plan**

As part of the response to tender, the bidder should include an elaborate work plan that shall include a detailed description of the milestones to be followed in the website development process.

#### **5. Expected lead time:**

It is expected that the web design, development and commissioning/ operationalization should be completed within **30 to 45 days** upon execution of the contract by both parties.



## **SECTION VI – DESCRIPTION OF SERVICES**

### **TERMS OF REFERENCE FOR THE WEB DESIGN, DEVELOPMENT AND MAINTENANCE OF THE NEW WEBSITE.**

#### **1. Information Content**

- The website portal will be hosted on the domain <https://www.kfcb.go.ke> or any other sub domains that may deemed necessary.
- Information will be provided by the KFCB, the consultant/contracted party will be required to package the information in a user-friendly format.

#### **2. User Needs Assessment**

- Understand Business Goals & Objectives - discussions with relevant officers in the various departments to be in line with the goals & objectives for the website program and the Vision of the organization.
- Develop internal alignment on role of website/CMS and identify any key risks.
- Analysis of Current Web Systems & Processes – sessions with departmental managers/heads to identify areas for systems & process improvement.
- Analyze gaps in capabilities and workflows to determine where automation can drive efficiencies.
- Discuss any new systems that should be added and the implications.
- Develop Business Requirements – based on business process analysis, work with key stakeholders to develop web requirements

#### **3. Website Features**

- The portal should have a comprehensive content management system to support a variety of users ranging from Administrators, staff, clients and Guests.
- It should allow the administrator to create user roles and allow the setting up of access rights ranging from entire site to a specific page.
- It should provide for flexibility to modify the design when a major event must be published.

- Design should be flexible to accommodate new/ additional pages which allow for vacancy postings, tenders, video content, list of productions and any other media content.
- Design should allow changing the interface templates as and when required.
- The portal should be based on International standards like W3C standard for HTML, WAI etc.
- It should be compatible to various browsers including IE, Mozilla Firefox, Chrome, Safari, Opera etc. having in mind the right screen resolutions
- Ability to use RSS feeds.
- The portal should allow users to share their views, feedback, solutions and suggestions online through the webmaster or other proposed flow, and also allow podcasts, webcasts and other wikis and forums.
- It should provide a search module for efficient information retrieval using key words or phrasing that will identify content throughout the site.
- The portal should allow for creation of/linking to additional sub webpages or links of interest.
- The portal should support Web 2.0 based tools such as RSS feeds, Blogs, Chats, Podcasts etc.
- The website should incorporate cyber security features against hacking and defacement, phishing etc
- All logins must operate on secure protocols, it should provide support for website security audit.
- Both files and database should have a backup solution to ensure business continuity as well as data recovery planning.

#### **4. Accessibility**

KFCB 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) 2.1.

- Accessibility as per ICTA System and Applications standards should be adhered to.

- Include alt tags on all images, audio file, video and plug in
- Alt descriptions should describe the purpose of the objects
- If an image is also used as a link, the alt tag should describe the graphic and the link destination
- Include audio descriptions (screen reader) and text transcripts
- Put periods in abbreviations i.e., as K.F.C.B rather than KFCB
- Utilize color and contrast control (be wary of using yellow, blue and green close to one another - this is especially difficult for colorblind users)
- Allow users to view the website in the color and font sizes in their web browser and operating system
- Allow users to specify the text and background colors as well as the font sizes need to see the content on the page
- Describe your links
- Create a link to the video rather than embed it in the website
- Use text caption, subtitles and transcripts in all videos
- Get clickable i.e., give the clickable item a wider range so the user can click on it within the item's general area
- Data tables should have the column and row headers appropriately identified using a tag
- Table cells should be associated with appropriate headers (with the id, headers, scope or axis HTML attributes)
- Break the text it into smaller paragraphs
- Use simple, straightforward language in the active voice
- Use detailed text descriptions to accompany complex graphics
- Use descriptive ghost text for forms.
- When form controls are text input fields, use the LABEL element.
- Simplify Tasks i.e., limit the number of options available, provide users with a

cohesive and narrow decision structure and avoid the use of simultaneous tasks.

- Provide a link to a disability-accessible page where the plug in can be downloaded.
- Make all PDFs available also in HTML format.
- Include a section that lays out all of the ways the site is accessible.

#### **4. Hosting**

- The vendor is expected to specify the proposed hosting location or provide details of any third-party hosting partner they intent on using.
- The vendor should safeguard the website and provide robust security to maintain the site integrity and confidentiality.
- The following should be adhered to with consideration to the hosting.
  - i. Be highly reliable with at least 99.5% service up time.
  - ii. Have adequate disaster recovery facilities
  - iii. Ensure that security patches are regularly installed in the website and provide proactive defence against malware and other cyber-attacks.
  - iv. Provide ability to pro-actively monitor and maintain services to maximum server performance and up time.
  - v. Have optimum load time.
  - vi. Provide quarterly reports on the health of the website
  - vii. Informational alerts incase of security breach
- KFCB reserves the right to host the portal on any other server. In such a case, the vendor will be required to provide all other services as mentioned in this document on the server as chosen by KFCB.

#### **6. Content Management System Training**

- User Navigation Training to the user department to ensure they are comfortable navigating through the new website.

- The CMS should allow non-technical staff to instantly update web site content on specific pages.
- System administrator training to ensure internal system administrator is fully comfortable managing website/CMS system on a day-to-day basis.
- Content management training to provide training for content managers who will be adding content to the website on a consistent basis.
- Provide simple mechanism for uploading/updating new content, including copy, images, forms, documents, or other materials.

## **7. Design and Layout**

- i. The consultant is expected to develop and present prototype designs to the project team.  
The designs should be in line with KFCB as a brand where reference to the current site may be made.
- ii. Ease of navigation; The site should be easy to navigate.
- iii. Information should be grouped and presented in a logical manner and require no more than three levels of “drill down” for the user to find the desired information.
- iv. Visually appealing where the site must have an attractive mix of text and graphics. A neat, uncluttered look and a user-friendly, easy-to-navigate layout. The website should have ‘look and feel’ as may be required by KFCB and as per ICTA Systems and Applications Standards.
- v. Consistency where the use of flash content, photographs, fonts and layouts should be consistent throughout the site. There should be a common theme where each section of the site should have a common look and feel for consistency.
- vi. The KFCBs logos should be prominently displayed on every page as a common header.
- vii. The process of design and layout should take into account the following:
  - a. Collection of data and editing as appropriate.
  - b. Review of existing literature or information and compilation of the images.
  - c. Preparation of data for web delivery - This may involve scanning of hardcopy material and photos, digitizing and conversion of material into appropriate formats.

## **8. Quality Control of Content**

- i. Review for accuracy and determination of ownership/copyright of all data/information or pictures
- ii. Creation of Graphics and Navigation Designs.
- iii. Before any web authoring is undertaken, sample designs and navigation systems shall have to be prepared, reviewed and approved.

## **9. Acceptance**

- The acceptance by the KFCB will be based on clearly defined milestones.
- Acceptance will only be sanctioned when the KFCB's management have certified that the works are in strict compliance with their defined scope.
- Once the web site has been completed and accepted, the web site design and all of its contents, software and architecture become property of the KFCB.

## **10. Warranty and Support**

- Provide and quote separately for post warranty maintenance contract.

## **11: Website Standards**

The website design should be aligned to ICTA web management and standards in design, Inter-operability, Accessibility, Usability, Web branding, Page elements, Fonts, Links and Pointers, Social media, Multimedia, Online visibility and Legal matters.

Web content, general considerations, web hosting and Monitoring and Evaluation guidelines should be adhered to.

## **12. Search Engine Optimization and Site Analysis**

The contracted web development company will ensure the search engine optimization. The SEO work will include:

- i. Keyword research & analysis
- ii. Site analysis
- iii. Competitive analysis
- iv. Site content optimization
- v. HTML code optimization
- vi. Search Engine submission

- vii. Link exchange
- viii. Web ranking report
- ix. Google Analytics tracking installation.

The contracted company will provide a quarterly and detailed reports analyzing progress, trends and areas to be improved. The reports should also include comprehensive and cumulative figures for downloads; as well as a competitor analysis

### **13. Website Maintenance**

- i. Facelift of website from time to time.

The bidder should be able to introduce new features, carry out on-demand changes and updates to the website.

- ii. Carry out necessary maintenance of the site as per request

This include but not limited to: analysis of access logs, error logs and implementation of solutions to found exceptions

- iii. Code maintenance and upgrade on security management.

This include but not limited to: fine tuning of web pages, closure of any existing security threats. The bidder shall carry out proactive security assessment checks using licensed website monitoring tools and provide a quarterly report.

- iv. Website restoration

The bidder shall maintain an up-to-date backup and should be able to restore the website in case of failure or cyber security attacks.

## **SECTION VII- STANDARD FORMS**

### **Notes on standard forms**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.



## **SECTION VI - STANDARD FORMS**

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender Securing Declaration 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 procuring entity]

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 (Procuring entity).
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:** - .....

**TITLE OF TENDER:** .....

**TENDER NUMBER:** .....

No	Item description	Unit of Issue	Qty	Unit cost	Total cost in Kshs.
1.	Website designing, development & commissioning	No	1		
2.	Website Hosting Charges for two (2) years	Year	2		
3	Domain Name Hosting	No	1		
4.	SSL Certificate <ul style="list-style-type: none"> <li>• Domain (www.kfcb.go.ke)</li> <li>• Portal (Online Licensing, Film Portal, Nairobi Film Centre)</li> </ul>	No	1 3		
5.	Training of technical administrators and website content managers	No	8		
7.	Any other related costs - state				
<b>Total costs inclusive of ALL applicable taxes</b>					
<b>GRAND TOTAL INCLUSIVE OF ALL TAXES TO BE TRANSFERRED TO FORM OF TENDER</b>					

**Note:**

- 1. The bidder shall provide detailed cost breakdown of all items required above where applicable.**
- 2. All prices quoted shall be inclusive of all applicable taxes.**
- 3. In case of discrepancy between unit price and total, the unit price shall prevail.**
- 4. All bidders are required to quote for the proposed design, development, testing and commissioning of KFCB Website.**
- 5. Annual maintenance costs for Support & Maintenance for a period of two (2) years after warranty to be quoted separately.**

Authorized Official: Name \_\_\_\_\_ Signature \_\_\_\_\_

Date and official stamp \_\_\_\_\_

## 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 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 Condition of Contracts; 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 materials and spares 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 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 Procuring entity)

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.

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises .....</p> <p>Plot No, .....Street/Road.....</p> <p>Postal address .....Tel No. ....Fax Email .....</p> <p>Nature of Business .....</p> <p>Registration Certificate No: .....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
---

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details .....</p>																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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4. ....	.....	.....	.....																		
	<p style="text-align: center;">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 border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p>Date.....Signature of Candidate.....</p>																				

## TENDER SECURING DECLARATION FORM

[The Tenderer shall complete this Form in accordance with the instructions indicated]

Date: [insert date (as day, month and year) of Proposal Submission] Tender No. [insert number of bidding process]

To: [insert complete name of Client]

I, the undersigned, declare that:

1. I understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
2. I accept that we will automatically be suspended from being eligible for bidding in any contract with the Client for the period of time of 2 years starting on [insert date], if I am in breach of my obligation(s) under the bid conditions, because I –
  - (a) have withdrawn my Bid during the period of bid validity specified in the Information to Consultants; or
  - (b) having been notified of the acceptance of my Bid by the Client during the period of bid validity, fail or refuse to execute the Contract, if required, or
3. I understand that this Bid Securing Declaration shall expire if I am not the Successful Bidder, upon the earlier of:
  - (i) My receipt of a copy of your notification of the name of the successful Bidder; or
  - (ii) Thirty days after the expiration of validity of my Tender.

Signed: [insert signature of the consultant]

Dated on ..... day of ....., ..... [insert date of signing]

**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



**PERFORMANCE SECURITY FORM**

To:.....[name of the 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 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*]

(Amend accordingly if provided by Insurance Company)

**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 Procuring entity 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 Procuring entity 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 there under or of any of the Contract documents which may be made between the Procuring entity 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 Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**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*) of  
.....dated the...day of .....20.....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 of  
.....20.....

**SIGNED  
Board Secretary**