TENDER NAME: TENDER FOR REDESIGN, HOSTING & MAINTENANCE OF THE SALARIES AND REMUNERATION COMMISSION’S WEBSITE

REFERENCE NUMBER: SRC/OT/WHM/06/2019-2020

TENDER ADVERT DATE: 13th AUGUST, 2019
DEADLINE FOR SUBMISSION: ON OR BEFORE 26th AUGUST, 2019
**TABLE OF CONTENTS**

<table>
<thead>
<tr>
<th>SECTION I</th>
<th>INVITATION TO TENDER</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION II</td>
<td>INSTRUCTIONS TO TENDERERS</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Appendix to Instructions to Tenderers</td>
<td>21</td>
</tr>
<tr>
<td>SECTION III</td>
<td>GENERAL CONDITIONS OF CONTRACT</td>
<td>23</td>
</tr>
<tr>
<td>SECTION IV</td>
<td>SPECIAL CONDITIONS OF CONTRACT</td>
<td>30</td>
</tr>
<tr>
<td>SECTION V</td>
<td>TECHNICAL SPECIFICATIONS</td>
<td>32</td>
</tr>
<tr>
<td>SECTION VI</td>
<td>SCHEDULE OF REQUIREMENTS</td>
<td>34</td>
</tr>
<tr>
<td>SECTION VII</td>
<td>PRICE SCHEDULE FOR GOODS</td>
<td>35</td>
</tr>
<tr>
<td>SECTION VIII</td>
<td>STANDARD FORMS</td>
<td>36</td>
</tr>
<tr>
<td>8.1</td>
<td>FORM OF TENDER</td>
<td></td>
</tr>
<tr>
<td>8.2</td>
<td>SELF DECLARATION FORM –CORRUPTION</td>
<td></td>
</tr>
<tr>
<td>8.3</td>
<td>DECLARATION FORM</td>
<td></td>
</tr>
<tr>
<td>8.4</td>
<td>CONFIDENTIAL BUSINESS QUESTIONNAIRE</td>
<td></td>
</tr>
<tr>
<td>8.5</td>
<td>LITIGATION HISTORY</td>
<td></td>
</tr>
<tr>
<td>8.6</td>
<td>TENDER SECURITY FORM</td>
<td></td>
</tr>
<tr>
<td>8.7</td>
<td>CONTRACT FORM</td>
<td></td>
</tr>
<tr>
<td>8.8</td>
<td>PERFORMANCE SECURITY FORM</td>
<td></td>
</tr>
<tr>
<td>8.9</td>
<td>BANK GUARANTEE FOR ADVANCE PAYMENT FORM</td>
<td></td>
</tr>
<tr>
<td>8.10</td>
<td>LETTER OF NOTIFICATION OF AWARD</td>
<td></td>
</tr>
</tbody>
</table>
SECTION I - INVITATION TO TENDER
Date 13th August, 2019

TENDER NAME: TENDER FOR REDESIGN, HOSTING & MAINTENANCE OF THE SALARIES AND REMUNERATION COMMISSION WEBSITE

The Salaries and Remuneration Commission (SRC) was established under the Constitution of Kenya, 2010, with the mandate to set and regularly review the remuneration and benefits of all State Officers; and to advise the National and County Governments on the remuneration and benefits of all other Public Officers.

SRC invites sealed tenders from eligible bidders for the redesign, hosting & maintenance of the Salaries & Remuneration Commission website.

<table>
<thead>
<tr>
<th>Tender Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item Description</td>
</tr>
<tr>
<td>Tender for redesign, hosting &amp; maintenance of the Salaries and Remuneration Commission website</td>
</tr>
</tbody>
</table>

Interested eligible candidates may obtain bid document from SRC website www.src.go.ke or IFMIS tender portal http://www.tenders.go.ke at no cost. Bidders who download the tender document from the website may visit the Commission’s office during normal office working hours to have the tender registered or send an email to info@src.go.ke confirming participation. This is for the purpose of contacting the supplier in case of any clarifications.

The tender shall be valid for a period of 120 days from the day of opening.

Submission of Tender
Original and Copy of duly completed tender document shall be deposited in the tender box at Salaries & Remuneration Commission Offices, Williamson House, 6th Floor, along 4th Ngong Avenue, Nairobi or be addressed and posted to:

The Commission Secretary
Salaries and Remuneration Commission
P.O. Box 43126-00100
NAIROBI

So as to be received on or before 26th August, 2019 at 11:00 a.m. Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the SRC’s meeting room.

Yours Sincerely

COMMISSION SECRETARY,
SALARIES AND REMUNERATION COMMISSION
## SECTION II - INSTRUCTIONS TO TENDERERS

### Table of Clauses

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Eligible tenderers</td>
<td>6</td>
</tr>
<tr>
<td>2.2</td>
<td>Eligible goods</td>
<td>6</td>
</tr>
<tr>
<td>2.3</td>
<td>Cost of tendering</td>
<td>6</td>
</tr>
<tr>
<td>2.4</td>
<td>Contents of Tender document</td>
<td>7</td>
</tr>
<tr>
<td>2.5</td>
<td>Clarification of documents</td>
<td>7</td>
</tr>
<tr>
<td>2.6</td>
<td>Amendment of documents</td>
<td>8</td>
</tr>
<tr>
<td>2.7</td>
<td>Language of tender</td>
<td>8</td>
</tr>
<tr>
<td>2.8</td>
<td>Documents comprising the tender</td>
<td>8</td>
</tr>
<tr>
<td>2.9</td>
<td>Tender forms</td>
<td>9</td>
</tr>
<tr>
<td>2.10</td>
<td>Tender prices</td>
<td>9</td>
</tr>
<tr>
<td>2.11</td>
<td>Tender currencies</td>
<td>9</td>
</tr>
<tr>
<td>2.12</td>
<td>Tenderers eligibility and qualifications</td>
<td>10</td>
</tr>
<tr>
<td>2.13</td>
<td>Goods’ eligibility and conformity to tender documents</td>
<td>10</td>
</tr>
<tr>
<td>2.14</td>
<td>Tender security</td>
<td>11</td>
</tr>
<tr>
<td>2.15</td>
<td>Validity of tenders</td>
<td>12</td>
</tr>
<tr>
<td>2.16</td>
<td>Format and signing of tenders</td>
<td>13</td>
</tr>
<tr>
<td>2.17</td>
<td>Sealing and marking of tenders</td>
<td>13</td>
</tr>
<tr>
<td>2.18</td>
<td>Deadline for submission of tender</td>
<td>14</td>
</tr>
<tr>
<td>2.19</td>
<td>Modification and withdrawal of tenders</td>
<td>14</td>
</tr>
<tr>
<td>2.20</td>
<td>Opening of tenders</td>
<td>15</td>
</tr>
<tr>
<td>2.21</td>
<td>Clarification of tenders</td>
<td>15</td>
</tr>
<tr>
<td>2.22</td>
<td>Preliminary examination</td>
<td>15</td>
</tr>
<tr>
<td>2.23</td>
<td>Conversion to single currency</td>
<td>16</td>
</tr>
<tr>
<td>2.24</td>
<td>Evaluation and comparison of tenders</td>
<td>16</td>
</tr>
<tr>
<td>2.25</td>
<td>Contacting the procuring entity</td>
<td>17</td>
</tr>
<tr>
<td>2.26</td>
<td>Award of contract</td>
<td>17</td>
</tr>
<tr>
<td>(a)</td>
<td>Post qualification</td>
<td>17</td>
</tr>
<tr>
<td>(b)</td>
<td>Award criteria</td>
<td>17</td>
</tr>
<tr>
<td>(c)</td>
<td>Procuring entity’s right to vary quantities</td>
<td>18</td>
</tr>
<tr>
<td>(d)</td>
<td>Procuring entity’s right to accept or reject any or all tenders</td>
<td>18</td>
</tr>
<tr>
<td>2.27</td>
<td>Notification of award</td>
<td>18</td>
</tr>
<tr>
<td>2.28</td>
<td>Signing of contract</td>
<td>18</td>
</tr>
<tr>
<td>2.29</td>
<td>Performance security</td>
<td>19</td>
</tr>
<tr>
<td>2.30</td>
<td>Corrupt or fraudulent practices</td>
<td>19</td>
</tr>
</tbody>
</table>
SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

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 goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

2.3.1 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.
2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/= 

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. **The Tender Document**

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

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

2.4.2 The 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.

2.5 **Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity’s address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than **seven (7) days** prior to the deadline for the submission of 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 that have received the tender document.

2.5.2 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.
2.6 **Amendment of Documents**

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

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

2.6.3 In order to allow prospective 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.

2.7 **Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that 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.

2.8 **Documents Comprising of Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components

(a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below

(b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

(d) tender security furnished in accordance with paragraph 2.14
2.9 **Tender Forms**

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

2.10 **Tender Prices**

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

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

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

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

2.11 **Tender Currencies**

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

2.12 **Tenderers Eligibility and Qualifications**

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

2.12.2 The documentary evidence of the tenderer’s eligibility to tender shall establish to the Procuring entity’s satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1.

2.12.3 The documentary evidence of the tenderer’s qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity’s satisfaction;

   (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise
produce, the tenderer has been duly authorized by the goods’ Manufacturer or producer to supply the goods.

(b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

(c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer’s maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristic of the goods;

(b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and

(c) a clause-by-clause commentary on the Procuring entity’s Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand
names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity’s satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 **Tender Security**

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 2 per cent of the tender price.

2.14.3 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 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer’s tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

(a) if a 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 2.27 or
(ii) to furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Tenders**

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

2.15.2 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 2.14 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.

2.16 **Format and Signing of Tender**

2.16.1 The Procuring entity 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.

2.16.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 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.

2.17 **Sealing and Marking of Tenders**

2.17.1 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.
2.17.2 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 for Tenders and the words, “DO NOT OPEN BEFORE,” 26th AUGUST, 2019 AT 11:00 A.M.

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”.

2.17.3 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than 26th AUGUST, 2019 AT 11:00 A.M. The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.19 Modification and Withdrawal of Tenders

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

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

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the 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 2.14.7.
2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 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.

2.20 Opening of Tenders

2.20.1 The procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, at 26TH AUGUST, 2019 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.*

2.20.2 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.

2.20.3 The procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

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

2.21.2 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.

2.22 Preliminary Examination

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

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

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

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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.

2.22.5 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 non-conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

2.24.2 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

2.24.3 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 Preference

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

2.26 Contacting the Procuring entity

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

2.26.2 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 Tenderer’s tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 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.

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

2.27.3 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

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) 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.
(c) **Procuring entity’s Right to Vary quantities**

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

(d) **Procuring entity’s Right to Accept or Reject any or All Tenders**

2.27.6 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.

**2.28 Notification of Award**

2.28.1 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.

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

2.28.3 Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 2.30, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

**2.29 Signing of Contract**

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

2.29.2 The parties to the contract shall have it signed within 7 days from the date of notification of contract award unless there is an administrative review request.

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

2.30.1 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.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 **Corrupt or Fraudulent Practices**

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

(i) “Corrupt Practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 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.

2.31.3 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  
**EVALUATION CRITERIA**  
The Commission will evaluate the tenders submitted before close date in four phases:

a. Mandatory Evaluation – Yes/No  
b. Technical Capacity Evaluation – pass mark of 60 out of 80 and later presentation to the responsive bidders at the technical phase.  
c. Due Diligence  
d. Firms scoring 80 marks out of addition of technical capacity and due Diligence will proceed to Financial Evaluation.  
e. Financial Evaluation – Lowest cost evaluated bidder

A) **Mandatory Evaluation Criteria**  
Bidders are required to ensure that they comply with the tender instructions on how to submit the bid document.

<table>
<thead>
<tr>
<th>No</th>
<th>Item Description</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A copy of certificate of incorporation or registration for the bidder.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>A copy of valid Trade License or Business Permit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>A copy of PIN Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>A copy of a Valid Tax Compliance Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Copy of the CR12 for Limited Companies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Complete Declaration for Debarment. Dully filled, signed and stamped</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(see attached)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Complete Declaration for Corruption. Dully filled, signed and stamped</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(see attached)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Submit dully filled, signed and stamped Confidential Business Questionnaire form (</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>see attached)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Must submit audited accounts for the three years (2015, 2016 &amp; 2017) with an annual turnover of Kes. 1,000,000.00 and above</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>List any litigation history if any (see attached form to complete)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Submit two bid documents (Original and Copy) that must be serialized</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>The firm must be accredited by ICT Authority of Kenya</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Bidders must meet all the mandatory requirements to qualify for the technical stage.
## B) Technical Evaluation

### Technical Capacity Evaluation

<table>
<thead>
<tr>
<th>No.</th>
<th>Requirement</th>
<th>Marks</th>
</tr>
</thead>
</table>
| 1.  | **Profile and experience of the company/consultant**  
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 (3) reference letters** from the firms indicated above addressed to the Commission Secretary, Salaries and Remuneration Commission) with copies of LPOs/Contracts/LSOs.* *(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 Certificates and CV of team leader)**  

(i) Demonstrate experience of not less than **five (5) years** in website hosting, development and maintenance. *(5 marks)*  

(ii) University education in Information Technology, computer science, website design and programming or other relevant field *(5 marks)* | 20    |
### Technical Team (2 Technical Members) - (10 Marks i.e. 5 Marks each)

1. A minimum of Diploma in ICT, Computer Science or its equivalent
2. Professional Certificate in web-development
3. At least three (3) years’ experience in website development and maintenance through attached portfolio of designed products.
4. Knowledge and experience in Joomla, PHP, JavaScript & CSS
5. Knowledge and experience in database administration like MySQL, SQL etc.
6. Experience with Content Management System
7. Experience with web server

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.</td>
<td><strong>Methodology and scheduling of the assignment in response to the tender.</strong> 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 who is responsible for every task.</td>
<td>15</td>
</tr>
</tbody>
</table>
| 4. | **Provide FIVE names of possible local website hosts. This should include:** (2 marks each)  
   - Profile of the hosting companies  
   - Location (must be in Kenya) | 10 |
| 5. | Provide a draft SLA that includes – Web hosting and website maintenance, incident resolution prioritization and guarantee 99.5% service availability. | 10 |
|   | **Total Score** | 80 |

**Note:**
The bidder who scores 60 marks and above out of the 80 marks in the technical capacity evaluation stage shall be invited for oral presentation which attract a maximum weight score of 20 marks.

The presentation should demonstrate the ability of proposed websites to meet the below requirements.

- 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, Flicker, among others, and

• The site should have a Content Management System (CMS) for updating the site.

**N/B**

**Bidders who scores 80% and above out of the 100% in the technical capacity evaluation stage shall be subjected to financial evaluation.**

**C) Financial Evaluation**

This will include the following:-

a) Confirmation and considering price schedule duly completed and signed

b) Conducting a financial comparison

c) Correction of arithmetical errors

d) Lowest evaluated bidder shall be considered for award
Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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.

<table>
<thead>
<tr>
<th>INSTRUCTIONS TO TENDERERS REFERENCE</th>
<th>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1.1</td>
<td>All eligible bidders invited through open tender.</td>
</tr>
<tr>
<td>2.3.2</td>
<td>Document can be downloaded free of charge.</td>
</tr>
<tr>
<td>2.5</td>
<td>For any clarification on this tender, please write to:</td>
</tr>
<tr>
<td></td>
<td>The Commission Secretary</td>
</tr>
<tr>
<td></td>
<td>Salaries and Remuneration Commission</td>
</tr>
<tr>
<td></td>
<td>P.O. Box 43126-00100</td>
</tr>
<tr>
<td></td>
<td>NAIROBI.</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:info@src.go.ke">info@src.go.ke</a></td>
</tr>
<tr>
<td></td>
<td><strong>At least seven (7) days before the closing date</strong></td>
</tr>
<tr>
<td>2.11</td>
<td>Currency (Kenya Shillings Only)</td>
</tr>
<tr>
<td>2.14</td>
<td>N/A</td>
</tr>
<tr>
<td>2.18</td>
<td>26th August 2019, at 11:00 a.m.</td>
</tr>
<tr>
<td>2.30.1</td>
<td>N/A</td>
</tr>
<tr>
<td>2.15</td>
<td>The bid shall be valid for 120 days from the date of opening</td>
</tr>
<tr>
<td>2.18</td>
<td>Tender shall be closed on <strong>26th August, 2019 at 11.00 A.M.</strong></td>
</tr>
<tr>
<td></td>
<td>Bulky tenders which will not fit in the tender box shall be delivered and received at the Procurement Department and recorded in the Tender Receiving Register, which should be signed by both the tenderers’ representative and the Staff receiving the document.</td>
</tr>
<tr>
<td>2.20</td>
<td>Tender shall be opened on <strong>26th August, 2019 at 11.00 A.M</strong> at SRC’s meeting room on the 6th floor.</td>
</tr>
</tbody>
</table>
## SECTION III: GENERAL CONDITIONS OF CONTRACT

### Table of Clauses

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Definitions</td>
<td>24</td>
</tr>
<tr>
<td>3.2</td>
<td>Application</td>
<td>24</td>
</tr>
<tr>
<td>3.3</td>
<td>Country of Origin</td>
<td>24</td>
</tr>
<tr>
<td>3.4</td>
<td>Standards</td>
<td>25</td>
</tr>
<tr>
<td>3.5</td>
<td>Use of Contract documents and information</td>
<td>25</td>
</tr>
<tr>
<td>3.6</td>
<td>Patent Rights</td>
<td>25</td>
</tr>
<tr>
<td>3.7</td>
<td>Performance security</td>
<td>25</td>
</tr>
<tr>
<td>3.8</td>
<td>Inspection and Tests</td>
<td>26</td>
</tr>
<tr>
<td>3.9</td>
<td>Packing</td>
<td>27</td>
</tr>
<tr>
<td>3.10</td>
<td>Delivery and documents</td>
<td>27</td>
</tr>
<tr>
<td>3.11</td>
<td>Insurance</td>
<td>27</td>
</tr>
<tr>
<td>3.12</td>
<td>Payment</td>
<td>27</td>
</tr>
<tr>
<td>3.13</td>
<td>Price</td>
<td>28</td>
</tr>
<tr>
<td>3.14</td>
<td>Assignments</td>
<td>28</td>
</tr>
<tr>
<td>3.15</td>
<td>Sub contracts</td>
<td>28</td>
</tr>
<tr>
<td>3.16</td>
<td>Termination for default</td>
<td>28</td>
</tr>
<tr>
<td>3.17</td>
<td>Liquidated damages</td>
<td>29</td>
</tr>
<tr>
<td>3.18</td>
<td>Resolution of Disputes</td>
<td>29</td>
</tr>
<tr>
<td>3.19</td>
<td>Language and law</td>
<td>29</td>
</tr>
<tr>
<td>3.20</td>
<td>Force Majeure</td>
<td>29</td>
</tr>
</tbody>
</table>
SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-
(a) “The Contract” means the agreement entered into between the 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 Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

(d) “The Procuring entity” means the organization purchasing the Goods under this Contract.

(e) “The Tenderer’ means the individual or firm supplying the Goods under this Contract.

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
3.5 **Use of Contract Documents and Information**

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

3.5.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer’s performance under the Contract if so required by the Procuring entity.

3.6 **Patent Rights**

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity’s country.

3.7 **Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 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 obligations under the Contract, including any warranty obligations, under the Contract

3.8 **Inspection and Tests**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods 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.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods’ final destination. 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.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity’s right to inspect, test and where necessary, reject the goods after the Goods’ arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

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

3.9 **Packing**

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

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

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

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

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

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

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

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

3.14. Assignment

3.14.1 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.
3.15 Subcontracts

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

3.16 Termination for default

3.16.1 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 deliver any or all of the goods 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

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract.
3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

3.20.1 The tenderer 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.
SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

42. Special conditions of contract as relates to the GCC

<table>
<thead>
<tr>
<th>GCC REFERENCE</th>
<th>SPECIAL CONDITIONS OF CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.13</td>
<td>No variation or modification to terms of the contract shall be made except by written amendments signed by both parties. No contract variation for contract not exceeding one year.</td>
</tr>
<tr>
<td>3.18</td>
<td>Any dispute shall be resolved through direct informal negotiation and incase that fail, then the dispute shall be referred to formal dispute mechanisms as specified in the contract agreement.</td>
</tr>
<tr>
<td>3.19</td>
<td>Laws of Kenya and language of contract shall be English</td>
</tr>
<tr>
<td>3.7</td>
<td>N/A</td>
</tr>
</tbody>
</table>
SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.1.4 The tenderers are requested to present information along with their offers as follows:

(i) Shortest possible delivery period of each product
(ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.
5.2 PARTICULARS

1.0 RE-DESIGNING, HOSTING AND MAINTENANCE OF THE SALARIES AND REMUNERATION COMMISSION WEBSITE.

1.0.1 BACKGROUND
The Salaries and Remuneration Commission is one of the independent Commissions established by The Constitution of Kenya 2010; under Article 230 with the mandate to: Set and regularly review the remuneration and benefits of all state officers; and advise the National and County Governments on the remuneration and benefits of all other public officers.

1.0.2 Justification
SRC’s website is a one stop shop for remuneration and benefits information for Kenya’s public service. As a powerful communications tool, the SRC website should always be accessible, telling the world what SRC is all about. Further, the website should seek to inform the Commission’s stakeholders on the policies, advisories and decisions made by the Commission, as well as providing general information on remuneration and benefits for the public service. SRC is keen to fully utilise the potential of the website with an aim at positioning the Commission as a voice of authority in the world of internet and a credible source of information pertaining to Kenya’s public wage bill and all issues pertaining to remuneration and benefits for public service.

The proposed new SRC website will also seek to communicate the Commission’s brand image, messages, and provide timely and accurate information on all aspects of Kenya’s public wage bill. It is envisaged that the website will be a successful and efficient one, connecting the Commission to the outside world and providing SRC stakeholders with 24 hour access to the Commission’s services. The current platform is outdated, is not user friendly and lacks interactivity with social media, a key component in today’s world of easy reach and convenience, let alone brand visibility. To bring coherency in the website, therefore, SRC need to have a website that is modern, mobile friendly, fast, efficient, interactive and optimized to help stakeholders easily get in touch with SRC in a fast and enjoyable way. This in turn will help build a mutually beneficial relationship with SRC stakeholders, thereby increasing their trust in the Commission. This document seeks to facilitate the procurement of a suitable consultant tasked with achieving the terms outlined below:
1.0.3 TERMS OF REFERENCE FOR RE-DESIGNING OF SRC WEBSITE

**Graphical User Interface:** The GUI should capture the following minimum details:

a) Have an interactive and appealing front page/homepage/branded with SRC corporate colours. Should be warm, welcoming, and user friendly interactive website with easy navigation menus.

b) Disseminate information about the Commission and organizational set-up, role and functions (Vision, Mission, Mandate and Core Values).

c) Link click ability cues: Provide sufficient cues to clearly indicate that an item is navigable when in focus using underline, different colours or any suitable method.

d) Any other information deemed relevant to be included.

**Content**

The Commission shall be responsible for identifying, collecting and collating content. This shall include: contacts, forms, photographs, links and marketing collateral e.g. logos and brand manuals. The content shall be provided to the developers for upload on the latest version of Content Management System. The developer shall be responsible for development of new materials and/or editing of old materials, graphics layout and appropriateness to the level of detail required.

With the exception of designated content that may be loaded directly by the Commission staff, the contractor will complete all changes to the website content at the request of the Commission’s ICT Team.

Part of the content to be uploaded and displayed is highlighted below:

i. Publications e.g. annual reports, strategy documents, advisories, research papers, court rulings, newsletters, wage bill bulletins, Directorate reports etc.

ii. Press Releases/ Announcements/Latest News

iii. Commission Tenders, Careers etc.

iv. Messages/Speeches from the Chairperson, Commissioners, and Commission Secretary.

v. The Website shall provide a platform for interactive FAQs that also allow users to make enquiries on information not available in the FAQs.

vi. Posting of newsletters and magazines authored by Announcement of events such as fares, expos, training sessions, seminars and shows.
vii. Multimedia: A gallery which includes images, videos, virtual magazines, newsletters etc., annual reports, documents.

viii. Be able to subscribe to Newsletters, Stories, Briefs etc.

ix. Be able to support Surveys, Polls and produce statistics.

x. Rating: The Website shall allow customers to give ratings on articles available on the Website.

xi. Be able to link to associated organizations of the Commission.

xii. Categorization of Articles, Press Releases, Downloads, enabling users to manage content on the website.

xiii. Have the capability for users to identify and locate SRC offices.

xiv. The content types will include but not be limited to the following:

- URLs
- Links
- Pages
- Files (any type)
- Articles
- Images
- Videos
- Audio
- Podcasts, mp3, mp4
- RSS feeds
- Events
- Maps
- Embedded code (gadgets)
- Fixed and Variable Page Components
Navigation speeds: The website will be designed to ensure that under normal loads, the server response to any request is fast. The architecture will be designed to take full advantage of the features inherent in a broad range of operating systems, and also scalable. All website pages must display and load quickly in less than 10 seconds on typical speeds on slower internet connection such as EDGE or 2G. In addition, pages will function equally well with Internet Explorer, Firefox, Chrome, Opera, etc. and will display on low-end computers and feature phones based on W3C standards.

Visual indication of activity: If users cannot see results within a few seconds the site shall provide a visual indication of activity.

Compatibility: The underlying architecture will also provide for insulation from the specifics of different software, operating systems, and end user interfaces - and should be modular in design and implementation.

Mobile: The website will need to be responsive so that it renders effectively on a broad range of internet connected devices such as feature phones, smartphones, tablets and smart TVs. When viewing the Website on a mobile device, the design shall minimize the overall interface to avoid clutter.

Social Media: The Website shall be integrated with the SRC social media accounts and allow latest updates (for instance Twitter feeds, LinkedIn and Facebook posts etc.) to be available on the site.

Email Access: The website needs to allow staff members to be able to login into their email address from the website. As the Commission plans to upgrade its email system, the consultant shall update the system to allow staff to be able to login into their new emails.

Technology: In terms of Enterprise level application coding, Latest Joomla Content Management System or PHP and JavaScript would be used for coding the site with MySQL database at the core. The database will serve as the platform for a content management system (CMS), which will enable the Commission to be in full control of its website and update it whenever required from any computer connected to the Internet. The CMS will have full site administration page loads showing site statistics and all the tools available to manage the site. The designated Commission site administrator(s) will from this interface control everything available on the site as well as the users allowed to edit and co-operate in the content of the site.

Futuristic: The website must be structured to allow for future updates and expansion while maintaining seamless connectivity between all areas of the website. The site should be visible through relevant digital marketing channels, such as search engines, social media, etc. Consultant should consider and recommend future website expansion
that may include extranets, registration forms, and enable users to facilitate business transactions online (i.e. e-commerce).

**Analytics:** The bidder shall commit to provide analytic tools to give insights based on behavioral metrics. These include but are not limited to the following: Page view

- Event
- Visit / Session
- First Visit / First Session
- Visitor / Unique Visitor / Unique User
- Repeat Visitor
- Return Visitor
- New Visitor
- Single Page Visit / Singleton
- Hit
- Impression
- Bounce Rate
- Exit Rate / % Exit
- Page Time Viewed / Page Visibility Time / Page View Duration
- Session Duration / Visit Duration
- Average Page View Duration
- Active Time / Engagement Time
- Average Page Depth / Page Views per Average Session
- Frequency / Session per Unique
- Click path
- Click
- Site Overlay
- Sentiments
● Mentions

The bidder shall provide graphic interpretation of the analytics e.g. pie charts, graphs, info graphs among others.

**Search:** The Website shall provide a report of failed search terms with improved search engine optimization and indexing. Some of these reports will include but not limited to:

- Those searches that returned 0 hits. This shall form the basis of items to be gathered and published.
- Failed search terms due to use of different terminology.
- Failed search terms due to technical problems (e.g. metadata issues)
- Failed search terms as a result of spelling and typos.

The Forms and Reports shall also be printable in all common file formats such as Pdf, MS Excel and MS Word among others.

**Website Security:** The website should be safe from attacks such as SQL injection, cloning, cross-site request forgery and phishing among others. It must be secured with a SSL (Secure Sockets Layer) certificate. The hosting server must be firewalled, antivirus protected and independent from the SRC network. A detail on approach and tools to ensure the security of the website, registration and registered users and administrators should be provided.

**Multilingual:** Website should be available in multiple languages based on visitor location.

**Advisory:** The Consultant is expected to provide advice as requested and unsolicited recommendations as deemed appropriate regarding the design elements, use of graphics and multimedia web based tools. The purpose is to ensure that the website is maintained with the most current technology and that the commission has a knowledgeable resource available. The consultant must be pro-active in recommending strategies and identifying potential opportunities. The contracted agency should carry out an audit, future proof and benchmark with the industry best websites and recommend to the commission.

**Access rights:** Both administrator and user rights for front and back end and the cPanel should be provided to the Head of ICT.

**Special category:** The Website shall have a functionality to allow special category users such as visually impaired and partially sighted users to interact with the sites and drive content that they need. Audio version of some content should be incorporated.
Dashboard

The bidder shall provide a dynamic/interactive dashboard accessible on the website by all stakeholders for purposes of tracking of all cases submitted to the Commission as per the Commission’s service charter.

Data Protection

The service provider is required to ensure that the data protection rules are applied. Mitigate against and provide solutions in case of website and hosted applications being affected by virus attacks and server failures by maintaining a full backup of the website through the duration of the contract. The backup, code and source files will be delivered back to the client on closing of the contract.

Project Plan

The service provider shall provide a Gantt chart of proposed timelines for project implementation clearly with 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 ICT systems at the Commission. The consultant shall also ensure seamless migration of the content in the existing website to the new site without making any alterations.

Bandwidth

The Commission will require unlimited bandwidth with a redundant backbone link since the pages of the website will be viewed by many stakeholders. It must be able to handle visits 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 accommodated on a dedicated server and database.

1.0.4 Migration

The bidder shall liaise with the previous web hosting provider to ensure smooth changeover of the Commission’s web services.

1.0.5 Documentation

The developer shall be expected to provide an inception report, system requirement specification report and a detailed Administrator and User manuals for use by the Administrator and Users at the end of the exercise. A popular version of the website documentation shall be provided for high-level management and executive use.

Implementation of tracking software to produce user defined site log reports will also be a requirement.
1.0.6 Web Management Tool
A tool to help the Commission better understand and measure Web visitor behaviour and improve website performance and availability will be required.

1.0.7 Training
The Consultant is expected to facilitate training for the systems administrator and end users of the website. The training MUST cover routine operational tasks e.g. content management and administrative tasks. A detailed timetable and training program should be provided. The cost of training should be included in the tender.

1.0.8 Website Maintenance
Following the implementation process of the website, the Consultant shall be expected to transition into the maintenance phase for a period of twelve months as part of this contract. Consultant should develop a maintenance program for regular updates to the website by the commission staff. Consultant is expected to accept responsibility for ensuring that all of the technical aspects of the site are operational and fully functional as designed and implemented. The Commission intends to provide an on-going site maintenance contract after this time.

A structured and scheduled review of the site will be conducted prior to implementation to ensure that, its design features are operational, all links are functioning correctly and the site is operating within predetermined performance standards. Unscheduled content changes may also be requested with the expectation that they be made by the contractor within 2 working days.

The consultant is required to 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. Details of the contacts requirements will be included in the SLA.

1.0.9 Management Approval
The final outcome of the new re-designed SRC website shall be presented to the senior management and finally to Commissioners for approval before go-live.

1.0.10 Desired Company Profile.
Salaries and Remuneration Commission would prefer to have all the desired services incorporated within the chosen company to undertake the website project and hosting. The company needs to be large enough for our total needs, experienced in developing
and nurturing a comprehensive corporate website. The company should have demonstrated successful experience in web hosting, design and development of similar website projects.

The company should have an understanding of the commission and its critical mandate in the country. The Bidder MUST be accredited by ICT Authority of Kenya. This is MANDATORY.

1.0.11 Demonstration

The bidder shall present a Demo website with a quick overview of the intended website in compliance to technical and user requirements outlined in the tender document.

2.0 WEB HOSTING OF THE SALARIES AND REMUNERATION COMMISSION WEBSITE

The aim of this project is to acquire a qualified service provider to host the Commissions website for a period of 2 years.

2.0.1 TERMS OF REFERENCE FOR WEB HOSTING

a) Dedicated/Shared Hosting platform for the commissions website that is running on a Linux platform with the following Services;

- MySQL Database platform
- Apache Application Server
- PHP/ Jscript / Perl Scripting language support

b) Latest Managed Control Panel with updates

Service Provider must ensure adequate server capacity to accommodate site needs and allow for sufficient future growth and adequate internet bandwidth transfer capability and redundant internet backbone capability to allow ease of internet traffic. In particular, the minimum requirements should be;

- Unlimited Bandwidth
- 50-100 GB hosting Space
- Backbone link for redundancy

c) The site must be accessible 24/7 with zero downtime;
d) Automated Backups - Mitigate against and provide solutions in case of website and hosted applications being affected by virus attacks and server failures;

e) Ensure Optimal Performance of the hosted site;

f) SSL Secured (all links must be HTTPS) with SHA-2 Algorithm, 256-bit encryption;

g) Data Protection - The service provider is required to ensure that the data protection rules are applied. Mitigate against and provide solutions in case of website and hosted applications being affected by virus attacks and server failures by maintaining a full backup of the website through the duration of the contract. The backup, code and source files will be delivered back to the client on closing of the contract;

h) Ensure optimal performance of the hosted site;

i) 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;

j) Hosting capability - The vendor will be required to provide 5 names of firms with hosting capabilities, with references of at least THREE (3) existing websites with evidence and references; and
**PRICE SCHEDULE OF SERVICES**

Only Firms which passed technical evaluation will be subjected to financial evaluation.

<table>
<thead>
<tr>
<th>NO</th>
<th>ITEM DESCRIPTION</th>
<th>Duration</th>
<th>Annual Costs(Kshs)</th>
<th>Two Years Costs(kshs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hosting and maintenance of SRC Domain (src.go.ke) for two (2) years</td>
<td>2 years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Website re-design, Training, maintenance and support services as specified</td>
<td>2 years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Preparation of web server and migration of existing website database</td>
<td>One off</td>
<td></td>
<td>N/A</td>
</tr>
</tbody>
</table>

Signature of tenderer

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.
SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.

4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.

7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.
8.1 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 receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (………………………………………… (insert equipment description) in conformity with the said tender documents for the sum of ……………………………………………………………. (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to ______________ percent of the Contract Price for the due performance of the Contract, in the form prescribed by ………………..(Procuring entity).

4. We agree to abid 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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this ______________ day of ______________ 20 __________

[Signature] ______________ [in the capacity of] ______________

Duly authorized to sign tender for an on behalf of ______________

Salaries & Remuneration Commission-SRC/OT/WHM/06/2019-2020 44
8.2 SELF DECLARATION FORM (CORRUPTION)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

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

I/We ............................................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 corrosive practice with other bidders participating in the subject tender

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

............................................  ............................................  ............................................

(Title) (Signature) (Date)

Bidder’s Official Stamp
8.3 **DECLARATION FORM**

Bidders are required to sign the declaration below:

The company is not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing. The company or its directors have not been debarred from participating in public procurements or ineligible on account of corruption or fraudulent practices. The Products being offered in this tender is not in breach of any laws whatsoever. Finally, the company has the necessary qualifications, capability, experience, resources, equipment and facilities to provide what is being procured in this invitation to tender”

Signed by: ______________________  Position: ________________

Stamped:

Date:____________________________
8.4 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.

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

<table>
<thead>
<tr>
<th>Part 2 (a) – Sole Proprietor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your name in full………………Age………………………………..</td>
</tr>
<tr>
<td>Nationality........................Country of Origin........................</td>
</tr>
<tr>
<td>Citizenship details .................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (b) – Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Given details of partners as follows</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>1. ......................................................................................................................</td>
</tr>
<tr>
<td>2. ......................................................................................................................</td>
</tr>
<tr>
<td>3. ......................................................................................................................</td>
</tr>
<tr>
<td>4. ......................................................................................................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (c) – Registered Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private or Public ..................</td>
</tr>
<tr>
<td>State the nominal and issued capital of company .....................................................................</td>
</tr>
<tr>
<td>Nominal Kshs. ..............................................................................................................................</td>
</tr>
<tr>
<td>Issued Kshs. .................................................................................................................................</td>
</tr>
<tr>
<td>Given details of all directors as follows</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>1. ......................................................................................................................</td>
</tr>
<tr>
<td>2. ......................................................................................................................</td>
</tr>
<tr>
<td>3. ......................................................................................................................</td>
</tr>
<tr>
<td>4. ......................................................................................................................</td>
</tr>
</tbody>
</table>

Date……………………………..Signature of Candidate…………………………..
8.5 **LITIGATION HISTORY**

<table>
<thead>
<tr>
<th>Year</th>
<th>Award FOR or AGAINST Applicant</th>
<th>Name of client, cause of litigation, and matter in dispute</th>
<th>Disputed amount (current value Ksz.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Whereas .............................................. [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated.
............ [date of submission of tender] for the supply, installation and
commissioning of ................................ [name and/or description of the equipment]
(hereinafter called “the Tender”) ......................................... KNOW ALL
PEOPLE by these presents that WE ................................ of ................................
having our registered office at ....................... (hereinafter called “the Bank”),
are bound unto .............. [name of Procuring entity] (hereinafter called
“the Procuring entity”) in the sum of ................................ for which payment well
and truly to be made to the said Procuring entity, the Bank binds itself, its
successors, and assigns by these presents. Sealed with the Common Seal of
the said Bank this ....................... day of ....................... 20 ...........

THE CONDITIONS of this obligation are:-
1. If the 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 Procuring entity during the period of tender
validity:
(a) fails or refuses to execute the Contract Form, if required; or
(b) fails or refuses to furnish the performance security in accordance
with the Instructions to tenderers;

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

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

[signature of the bank] ______________________________
(Amend accordingly if provided by Insurance Company)
8.7 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 goods ] and has accepted a tender by the tenderer for the supply of those goods in the sum of ……………………….. [contract price in words and figures] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
   (a) the Tender Form and the Price Schedule submitted by the 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 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 tender hereby covenants with the Procuring entity to provide the goods 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 provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by __________ the _____________ (for the Procuring entity

Signed, sealed, delivered by __________ the _____________ (for the tenderer in the presence of __________________________

(A mend accordingly if provided by Insurance Company

50
8.8 PERFORMANCE SECURITY FORM

To ...........................................................................
[name of Procuring entity]

WHEREAS ........................................... [name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. ______________________ [reference number of the contract] dated _________ 20 ________ to supply .............................................................. [description of goods] (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 figure] 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 you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ______ day of __________ 20 ________

Signed and seal of the Guarantors

...........................................................................................
[name of bank or financial institution]

...........................................................................................
[address]

...........................................................................................
[date]
8.9 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To ........................................
[name of Procuring entity]

[name of tender] .........................

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, .................................................. [name and address of 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 institutions], 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 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]

Salaries & Remuneration Commission-SRC/OT/WHM/06/2019-2020
9.0 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
9.1 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