



**KENYA FILM COMMISSION**

**2<sup>ND</sup> FLOOR, JUMIA PLACE II - LENANA ROAD, KILIMANI**

**P.O.BOX 76417-00508,**

**Tel. +254 020 2714073/4**

**NAIROBI KENYA**

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**MAY, 2020**

**TENDER NO. KFC/135/2019-2020**

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**TENDER FOR SUPPLY, DELIVERY, DEPLOYMENT AND COMMISSIONING  
OF INTEGRATED WEBSITE FOR THE COMMISSION.**

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**CLOSING DATE: THURSDAY 21<sup>ST</sup> MAY, 2020 AT 12.00 NOON.**

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**KENYA FILM COMMISSION**

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**SECTION I INVITATION TO TENDER**

**DATE: 4<sup>TH</sup> MAY, 2020**

**TENDER REF NO: KFC/135/2019/2020**

**TENDER NAME: TENDER FOR SUPPLY, DELIVERY, DEPLOYMENT AND COMMISSIONING OF INTEGRATED WEBSITE FOR THE COMMISSION.**

- 1.1 The **KENYA FILM COMMISSION** invites sealed bids from eligible candidates for the Supply, Delivery, Deployment and Commissioning of Integrated Website for the Commission.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents from the procurement office on 2<sup>nd</sup> Floor, Jumuia Place II along Lenana Road- Kilimani during normal working hours or can be downloaded **free of charge** from our website [www.kenyafilmcommission.com](http://www.kenyafilmcommission.com) or from the Government procurement portal [www.tenders.go.ke](http://www.tenders.go.ke)
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **Kshs. 1,000/=** in cash or Bankers cheque payable to Kenya Film Commission if tender documents are picked from our offices.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at the reception on 2<sup>nd</sup> Floor, Jumuia Place II along Lenana Road, Kilimani in Nairobi or be addressed to

**THE CHIEF EXECUTIVE OFFICER  
KENYA FILM COMMISSION  
P.O BOX 76417, 00508  
NAIROBI**

so as to be received on or before **12.00 NOON on THURSDAY 21<sup>ST</sup> MAY, 2020.**

- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **(120)** days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the Commission's Boardroom located on 2<sup>nd</sup> Floor Jumuia Place II along Lenana Road, Kilimani Area in Nairobi at **12.00 NOON on THURSDAY 21<sup>ST</sup> MAY, 2020.**

**CHIEF EXECUTIVE OFFICER**

**KENYA FILM COMMISSION**

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## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

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

### **2.2 Cost of tendering**

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

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

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

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

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

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

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

## **2.5 Amendment of documents**

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

modify the tender documents by issuing an addendum.

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

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

## **2.6 Language of tender**

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.10 Tender Currencies**

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

## **2.11 Tenderers Eligibility and Qualifications.**

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.



2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 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 30  
**or**
  - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

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

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tender**

**2.16.12.14.1** The tenderer shall prepare two copies of the tender, clearly / marking each **“ORIGINAL TENDER”** and **“COPY OF TENDER,”** as appropriate. In the event of any discrepancy between them, the original shall govern. **SEPARATE FINANCIAL QUOTATION FROM THE CONFORMANCE TO SPECIFICATION DOCUMENT.**

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for an amended printed literature, shall be initialed by the person or persons signing the tender.

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

## **2.15 Sealing and Marking of Tenders**

**2.16.22.15.1** The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and

**“COPY.” SEPARATE FINANCIAL QUOTATION FROM THE CONFORMANCE TO SPECIFICATION DOCUMENT.**

The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE THURSDAY 21<sup>ST</sup> MAY, 2020 AT 12.00 NOON”**.

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

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

**2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **THURSDAY 21<sup>ST</sup> MAY, 2020 AT 12.00 NOON**.

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

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

**2.17 Modification and withdrawal of tenders**

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

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

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

## 2.18 **Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **12.00 NOON on THURSDAY 21<sup>ST</sup> MAY, 2020** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## 2.19 **Clarification of tenders**

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

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

Comparison or contract award decisions may result in the rejection of the tenderer's tender.

## **2.20 Preliminary Examination and Responsiveness**

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

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

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 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.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## 2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## 2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

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

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

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

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

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

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

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

## 2.23. **Contacting the procuring entity**

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

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

## 2.24 **Award of Contract**

### a) **Post qualification**

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

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

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

**b) Award Criteria**

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

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

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

**2.25 Notification of award**

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



2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

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

## **2.26 Signing of Contract**

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

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

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

## **2.27 Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

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

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of

contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

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

## Appendix to instructions to tenderers

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: <b>Tender for Supply, Delivery, Deployment and Commissioning of Integrated Website for the Commission.</b>
2.10	Particulars of other currencies allowed: <b>Not Applicable</b>
2.11	Particulars of eligibility and qualifications documents of evidence required: (i) <b>Certificate of Registration/Incorporation under the companies Act (CAP486)</b> (ii) <b>Valid Tax Compliance Certificate</b> (iii) <b>Confidential Business Questionnaire duly filled</b> (iv) <b>Integrity Pact Form duly filled</b> (v) <b>Audited Accounts for the last <u>TWO</u> years</b>
2.12	Particulars of tender security: <b>Kshs. 50,000.00 (Fifty Thousand) valid for <u>120 days</u> from the date of tender opening. <i>Attach copy of the security to the technical proposal</i></b>
2.24	Particulars of post – qualification if applicable: <b>As per evaluation criteria</b>
2.30	Particulars of performance security if applicable: <b>Performance security of 10% of the contract price will be required from the winning bidder after award of tender</b>
2.13	Validity of Tenders: <b>120 Days</b>
2.18	Date and Time of Closing Tenders: <b>Thursday 21<sup>st</sup> May, 2020 at 12.00 NOON</b>

<p>2.15</p>	<p>(a) The Tenderer shall seal the original technical and technical copy of the tender in separate inner envelopes, duly marking the envelopes as —<b>ORIGINAL TECHNICAL and —COPY TECHNICAL</b>. The envelopes shall then be sealed in a larger outer envelope/box marked <b>TECHNICAL TENDER DOCUMENTS</b>.</p> <p>(b) All details in the Financial tender document should <b>THEREFORE</b> be sealed in completely separate inner envelopes from the technical tender document and duly marked —<b>ORIGINAL FINANCIAL and COPY FINANCIAL</b>. The envelopes shall then be sealed in a larger outer envelope/box marked <b>FINANCIAL TENDER DOCUMENTS</b>.</p> <p>(c) All outer envelopes/ boxes shall also have the following: -</p> <ul style="list-style-type: none"> <li>(i) The tender reference name and number;</li> <li>(ii) Addressed to the Procuring entity at the address given in the Invitation to Tender;</li> </ul> <p>(d) <b>ONLY</b> the Inner Envelopes shall indicate the name and address of the tenderer so as to: -</p> <ul style="list-style-type: none"> <li>(i) Enable all the inner envelopes of the tender to be returned unopened in case it is declared —late</li> <li>(ii) Enable the Financial envelopes of the tender to be returned unopened in case it does not qualify the technical evaluation</li> </ul>
<p>Demonstration</p>	<p>The successful tenderer may at the discretion of the Commission and in writing, be <b>INVITED FOR DEMONSTRATION</b> and also requested to provide evidence of any statutory documentation during due diligence. Reference check shall be carried out to the successful bidder.</p>

## SECTION III GENERAL CONDITIONS OF CONTRACT

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3.5	Patent Rights	
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3.8	Payment	
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3.10	Assignment	
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3.15	Governing language	
3.16	Force majeure	
3.17	Applicable law	
3.18	Notices	

## SECTION III GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

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

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

### 3.2 Application

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

### 3.3 Standards

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

### **3.5 Patent Right's**

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

### **3.6 Performance Security**

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

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

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.7 Inspections and Tests**

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

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

subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

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

### **3.8 Payment**

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

### **3.9 Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.10 Assignment**

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

### **3.10 Termination for Default**

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.



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

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

### **3.12 Termination of insolvency**

The procuring entity may at the any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13 Termination for convenience**

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

### **3.14 Resolution of disputes**

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

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract

dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15 Governing Language**

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

### **3.16 Force Majeure**

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

### **3.17 Applicable Law.**

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

### **3.18 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

<b>General conditions of contract reference</b>	<b>Special conditions of contract</b>
3.6 Performance Security	Specify performance security if applicable: <b>Performance security of 10% of the contract price will be required from the winning bidder after award of tender</b>
3.8 Payment	<b>Services rendered shall be paid within a period of thirty (30) days from the date of invoicing or as per contractual terms</b>
3.9 Price Adjustment	Specify price adjustments allowed <b>Not Allowed</b>
3.14 Resolution of Disputes	Specify resolution of disputes <b>Kenya Arbitrators Association</b>
3.17 Specify applicable law	Specify applicable law <b>Kenyan Laws</b>
3.18 Notices	<b>The Chief Executive Officer Kenya Film Commission 2<sup>nd</sup> Floor, Jumuia Place II P.O Box 76417, 00508 Nairobi</b>

## SECTION V – SCHEDULE OF REQUIREMENTS

<b>Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery Time</b> <b>Start</b> _____ <b>End</b> _____
1	Tender for Supply, Delivery, Deployment and Commissioning of Integrated Website for the Commission.	1	Immediately and as per contractual terms

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

### **SUPPLY, DELIVERY, DEPLOYMENT AND COMMISSIONING OF INTEGRATED WEBSITE FOR THE COMMISSION.**

#### **Introduction:**

Kenya Film Commission (KFC) as a state corporation under the ministry of Information, Communication and Technology is mandated to Promote and market Kenya, locally and internationally as a filming destination and promote local content and develop fiscal and other incentives to spur investment in the film industry by creating linkages with both public and private sectors as well as national and international organizations to improve and facilitate investment in the film industry.

#### **Rationale for a Website redesign:**

The Internet is increasingly becoming the first and the fastest point of reference on information for stakeholders of the Kenya Film Commission. More so, key stakeholders abroad who wish to know more about the Commission.

#### **Specific Objectives of Kenya Film Commission Website:**

1. To be the first point of reference on KFC activities.
2. To make key documents accessible to the public
3. To provide news and updates on the work of the Commission.
4. Content management system that allows update of information easily
5. To provide a platform for Job advertisements.

#### **Content of the Website:**

The front page should contain selected pictures, news, reference to the commission social media, space for uploading key documents. Similar to the structure of the current website, we envisage 10 or more tabs but with drop down menus providing more detailed information on: KFC, What we do, Associated Organizations, Resources and Contacts.

## **Specific Tasks:**

1. Present a proposed plan for implementation of portal build;
2. Develop a wire frame and prototype for the portal which communicates the brand clearly and compellingly;
3. Develop an integrated interactive Content Management System (CMS), photos, videos, virtual 360, audio etc. content;
4. Investigate and propose options to set up a constituent relationship management integration and reporting feeds (CRM) system;
5. Develop a user-guide for the portal and the CMS, complete with the most common troubleshooting guidelines;
6. Guide the KFC on thorough the hosting needs and security setups/controls;
7. Train a minimum an agreed number of staff on how to manage the portal CMS;
8. Make any adjustments to the portal prototype and brand deliverables based on feedback;
9. Develop a Services Level Agreement and support documents;

## **Deliverables:**

1. An Integrated Kenya Film Commission website;
2. In the website will be Portals;-
  - (i) Locations Mapping Portal
  - (ii) Internal Staff Portal (Intranet)
  - (iii) Integration to the Commission CRM (Microsoft 365 Business Central)

## **Locations mapping Portal:**

- 1) **Portal Site architecture:** The selected service provider will be expected to guide KFC through a discussion of its needs in order to build the portal site's architecture. However, some of the expectations on features, capabilities and general portal layout for the first phase will include and are not limited to;-
  - An attractive graphic layout that embodies the commissions corporate character and meets its branding specifications;
  - Interactive, user-friendly, mobile friendly and responsive design;

- A design that is accessible across most popular browsers and is testable with validation tools;
- A design that allows regular improvements on look and features;
- The CMS should be dynamic and allow information to be easily updated by administrative staff without specialized system/web development skills;
- Ability to incorporate all the network's social media platforms (Facebook, Twitter, YouTube, etc.) with live update options;
- Integrate an effective search function;
- Social bookmarking to allow users to organize their favorite content and share it on their social media accounts through social media shortcuts;
- A Google Translate option from English to at 2 languages used in most source countries for film produces seeking to shoot in Kenya;
- Search Engine Optimization and ability to work well with search engines;
- Incorporate Google analytics;

2) **Portal Sitemap/Content:** The sitemap will be including but not limited to:

- **Overview of the Kenya.** An overview of the Country with animated Maps as well as information on: global location, climate, people, significant events, what the stakeholders must know;
- **Fast Facts:** Entry regulation, health regulations, medical facilities, customs regulations, foreign exchange airports facilities, transportation (air, water and land) clothing, time and language. Others should include Government, religion currency and credit cards, Business and Banking Hours, Communication Facilities Internet Facilities, Drinking Water, Driving License, Electric Current, Tourist Information, Important Numbers, Public Holidays;
- **Top Destinations:** Including General Description, Getting Around, Tourist Attractions Accommodation Facilities, Dining Facilities, Entertainment Facilities, Special Interests, Shopping, Sports, Health & Wellness, Outdoor Activities, Bird Watching, Museums and Art Galleries, Convention and Exhibition Facilities, Travel Agencies, Library of Visuals, Brochures;
- **Festivals and Events** (per month);
- **Special Interests:** Arts, Culture and Heritage, Night Life and Entertainment, Nature and Wildlife, Sports and Adventure, Health and

- Wellness, Lifestyle and Leisure, Long Stay (e.g. Retirement, Education, English as Secondary Language);
- **Dining:** Places to Dine, Cuisine;
  - **Shopping:** Malls, Bazaars, Open air markets, Furniture, Accessories, and Jewelry etc.;
  - **Accommodations:** Hotels, Resorts, Home Stays Others. Meetings, Incentives, Conventions and Exhibitions;
  - **Other Functionalities:** Links to Online Booking, Registration System (e.g. Special Events, other projects), Mailing list, News/Press Releases, Search Engine within the site, Advertising Page;
  - **Links to Fan Page:** Facebook, Twitter, YouTube etc., Google Earth. Links to the national film authority website, approved agencies and authorities websites;
  - **Image and Video Center/Gallery;**
  - **Feedback Mechanism;**
  - **Downloadable Page** – Documents that will be made available to the public;
  - All others as may be required: **The consultant should submit recommendations.**

### 3) Design Guidelines:

- **Design Consistency:** The portal must adopt KFC project as the central/unifying theme. All module and pages must be integrated and consistent in form and style;
- **Database Capability;** The portal should be designed such that it will enable the instant updating/modification of pages by the KFC staff, changing the values of the databases to which the portal is linked to. The Database system shall establish a complete platform that is capable to provide secure, scalable and effective data control and management. The development of the database shall include data gathering and building, storing, processing, structuring and mining for the efficient delivery of information to users. Likewise, the Database shall also provide for categorized searching of data according to specific type of information identified.



- **Fast download:** The portal must be so designed/developed to enable fast access/download by web visitors while allowing detailed maps, videos or graphics to be displayed upon demand;
- **Development Tools:** Scripts / programs and interactive/multi-media features must be developed using leading and manageable Internet and web programming tools;
- **Design & Development Strategy:** The portal must be designed/developed in such a way that it can attract a great number of traffic and must come up at least in the top ten (10) list in the category of “Film Production Destination” when searched using popular search engine optimization;

### **General Requirements and Specifications:**

- (a) Selection of a new, secure and well-supported CMS to be used. Provide a detailed analysis of the preferred CMS.
- (b) Import existing content in the new websites, the relevant content to be inherited will be advised during development by the Commission.
- (c) Design a user friendly website incorporating all sub-websites (responsive approach for mobile, tablet, desktop users)
- (d) Fix content find ability issues by implementing Information Architecture policies
- (e) Improve search ability of content in the website. Use live suggestions and elastic search or automated tags with semantic approach. Advanced search engine for publications, trainings, contents... with RSS and track alert available for users. Filtering and faceting search queries required.
- (f) Taxonomy-driven content display. Content is not dynamically displayed in certain sections because most of the pages are static pages.
- (g) Integration with the Commission CRM. (Ability to send newsletters, register participants, events, users profile, and participants to a training or a conference can create user’s page and profile, to download documents, bookmark publications to read them later, receive alert for upcoming publications or trainings on selected topics or tags. Users should be able to modify preferences, register for events, and subscribe to newsletter.

- (h) User portal connected with Commission CRM ▪ Login, logout, manage profile
- (i) Management of user's products (newsletter subscription, training registration, event registration, publications downloaded)
- (j) Public and Private API available for connection with and products (in line with the standards.
- (k) Website look and feel;
  - A redesign of the website's visual identity is required and can be developed based on the current Commission visual identity for publications.
  - Include responsive design using a mobile first framework and all designs will have to be implemented for mobile, tablet and desktop viewports.
  - Publications (books, working papers, reports, policy briefs, foresight briefs, guides, background analysis, periodicals, catalogues)
- (l) Features;
  - Role based access and content management (super admin/editors/authors)
  - Approval system for content publishing
  - Social media feed
  - Social media sharing (integration required)
  - Newsletters (integrated with CRM)
  - Faceted search engine / elastic search

### **Overall Website Specification:**

- An attractive graphic layout that embodies the commissions corporate character and meets its branding specifications;
- Interactive, user-friendly, mobile friendly and responsive design;
- A design that is accessible across most popular browsers and is testable with validation tools;
- A design that allows regular improvements on look and features;
- The CMS should be dynamic and allow information to be easily updated by administrative staff without specialized system/web development skills;

- Ability to incorporate all the network's social media platforms (Facebook, Twitter, YouTube, etc.) with live update options;
- Integrate an effective search function;
- Social bookmarking to allow users to organize their favorite content and share it on their social media accounts through social media shortcuts;
- A Google Translate option from English to at 2 languages used in most source countries for film producers seeking to shoot in Kenya;
- Search Engine Optimization and ability to work well with search engines;
- Incorporate Google analytics;

### **Required Qualifications of Consultant/Firm:**

The consultancy or designer, or design team should possess;-

- Minimum of five (5) years' experience in systems, web based, web design, development and/or web hosting and some experience in online marketing;
- Proven history of creating original, innovative and strategically sound web based solutions for clients, with particular reference to the film industry;
- Solid knowledge of interactive design;
- Proven specialization in internet and system, web design/development technologies and have extensive experience in this field;
- Ability to conceptualize, present and execute ideas within a tight schedule;
- Thorough knowledge of HTML (and CSS is a plus);
- Ability to perform Search Engine Optimization strategies;
- Previous experience designing systems and portals as well as websites for Kenyan companies desirable;

### **NOTE:**

**For each SPECIFICATION, bidders are requested to provide a clear and concise explanation.**

## EVALUATION OF TENDERS:

Evaluation of tenders shall be carried out in accordance with the criteria set out in this tender document. The evaluation shall be as follows:

- (a) Preliminary Evaluation (Mandatory Requirements)
- (b) Technical Evaluation and
- (c) Financial Evaluation

### **Preliminary Evaluation (Mandatory Requirements):**

The Bids shall undergo a general pre-qualification process in order to determine the bid compliance to the following preliminary qualification merits. Bidders **MUST** attach the following documentation:-

No.	Requirement	Attached/Provided
1	Tender security ( <i>Attach copy of the security to the technical proposal</i> )	
2	Certificate of incorporation accompanied with CR12.	
3	Valid KRA Certificate of Tax compliance.	
4	PIN Certificate	
5	Valid single business permit from the relevant County Government	
6	NHIF compliance and registration Certificate	
7	NSSF compliance and registration Certificate	
8	Manufacture Authorization: Proof of availability of local support	
9	Pagination, serialization of tender document (each page of the tender submission must have a number and the numbers must be in chronological order).	
10	Duly filled, signed and stamped confidential business questionnaire	
11	Provide/demonstrate evidence of similar works done	
12	Audited accounts for the immediate past 2 years	
13	2 Year Warranty	

***Bid evaluation shall be on the basis of pass/fail system***

**N/B: - Full compliance by the tenderers shall be required to proceed to the next stage of evaluation. Failure to provide any of the listed requirements shall lead to disqualification**

All the bids admitted at the general pre-qualification stage shall be subjected to a technical evaluation based on the requirements listed in the specifications. Conformance to specifications shall be rated highly

**TECHNICAL EVALUATION CRITERIA:**

The criteria below will be used to rate the technical responsiveness of the bidder. All the requirements must be met to be considered responsive for the next stage of evaluation.

No.	Description of Criteria		Marks
1.	<b>Experience</b>	Experience of the firm in similar services Firm <b>MUST</b> demonstrate experience (No of years in operation): Sector of experience (Public Institutions and Private Institutions)	10
		Client references: At least 3 similar projects/implemented with copies of contracts from the agencies of <b>Not</b> more than five years. The references should demonstrate similar experience in website design and development to Organizations the size or larger than Kenya Film Commission.	10
2	<b>Work Plan and Methodology</b>	Adequate demonstration of the Implementation methodology;  <ol style="list-style-type: none"> <li>1. Work Plan</li> <li>2. Functional requirement gathering</li> <li>3. Design and development of the website</li> <li>4. Quality assurance</li> <li>5. Knowledge transfer</li> <li>6. Process discovery and documentation</li> <li>7. System framework. Adequate provision of the requirements (Operating</li> </ol>	40

		Environment, Website Architecture, Interface and security) 8. Provision of a clear technical design of the website and Infrastructure architecture.	
3	<b>Personnel</b>	Evidence of technical professionals with relevant certifications proposed as the project team structure to deliver the project (Attach CVs and copies of Testimonials/Certificates)  1. <b>CEO/Team Leader:</b> Specific experience of at least 6 years in web design and development, Professional qualification. 2. <b>Programmer/Developers/Web Designers (At least 3):</b> Specific experience of at least 5 years in web design and development, software development, Professional qualification in programming. 3. <b>Project Manager:</b> Specific experience of at least 5 years as project manager for both web design and development, Professional qualification in project management. 4. <b>System Analyst:</b> Specific experience of at least 5 years in system analysis and design Governance risk and compliance management system.	30
4.	<b>Support and Maintenance</b>	<b>Firms Maintenance and Support:</b> 1. Trained local support personnel (engineers, technicians etc.) 2. Warranty, terms and conditions 3. Provide sample SLA with KFC. Also provide evidence of two (2) SLA and Annual Technical Support Service Contract currently under implementation or implemented in at least one the last one year	10
<b>TOTAL</b>			<b>100</b>

***Bidders MUST meet 70% of the score to pass technical evaluation***

**DEMONSTRATION OF THE PROPOSED MODEL BY BIDDERS WHO PASS TECHNICAL EVALUATION:**

The technical demonstration of the proposed website will be conducted based on the following criteria;-

1. Site arrangement and ease of navigation,
2. Color combination and aesthetics,
3. Accessibility to all users: User friendliness of the website and ease of navigation across different functional aspects of it.
4. Browser compatibility,
5. Demonstrate capabilities to capture hits, domains and IP addresses for security purposes,
6. 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,
7. Should allow online license application,
8. Easy integration with social media platforms such as Facebook, Instagram, LinkedIn, Twitter, YouTube, Flickr, among others, and
9. The site should have a Content Management System (CMS) for updating the site.
10. Demonstration of the functional and technical capabilities of the website and how it meets the requirements of the Commission.
11. Capability of the website to manage work flows
12. Website security and user management and administration
13. Scalability
14. Integration capability

Demonstration may include site visit to the clients indicated in the reference.

## **FINANCIAL EVALUATION CRITERIA (20%)**

Bidders who pass both Mandatory and Technical evaluation will be invited to open their financial documents. In case of Unsuccessful technical proposals, financial proposal shall be returned unopened. Tenderers are therefore required to submit a separate financial proposal as shown in the appendix of instructions to tenderers.

The lowest evaluated financial bid after meeting technical requirements shall be considered. If there is a discrepancy between words and figures the amount in words will prevail. ***Prices that do not reflect the prevailing market price shall be rejected.***



## **SECTION VI - STANDARD FORMS**

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

**FORM OF TENDER**

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

To.....  
.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,* the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* *[In the capacity of]*  
Duly authorized to sign tender for and on behalf of \_\_\_\_\_



**PRICE SCHEDULE OF SERVICES**

Name of Tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_. Page \_\_\_\_ of \_\_\_\_\_.

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>Item</b>	<b>Description</b>	<b>Quantity &amp; quality</b>	<b>Duration</b>	<b>Unit Price</b>	<b>Total Price</b> EXW per item (cols. 4x5)	<b>Unit Price of other incidental services payable</b>

Signature of tenderer \_\_\_\_\_

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

## CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

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

	Part 2 (a) – Sole Proprietor			
	Your name in full.....Age.....			
	Nationality.....Country of Origin.....			
	Citizenship details .....			
	Part 2 (b) – Partnership			
	Given details of partners as follows			
	Name	Nationality	Citizenship details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Part 2 (c) – Registered Company			
	Private or Public			
	State the nominal and issued capital of company			
	Nominal Kshs.			
	Issued Kshs.			
	Given details of all directors as follows			
	Name	Nationality	Citizenship details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Date.....Signature of Candidate.....			

## TENDER SECURITY FORM

Whereas .....[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender ] for the provision of .....

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](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 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.

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[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

**KENYA FILM COMMISSION**

**PERFORMANCE SECURITY FORM**

To: .....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20\_\_\_\_ to

supply.....

[Description services](Hereinafter called “the contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
*[amount of the guarantee in words and figures],*

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of .....  
*[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of 20

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

*(Amend accordingly if provided by Insurance Company)*



**BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of .....  
*[amount of guarantee in figures and words].*  
We,the .....

*[bank or financial institution]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding  
*[amount of guarantee in figures and words].*

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*





**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER



**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**





Film Kenya... Capture Africa!

**ETHICS AND INTEGRITY PACT TO BE FILLED, DATED, SIGNED AND SUBMITTED BY ALL PERSONS BIDDING FOR SUPPLY OF OR PROVISION OF ANY GOODS OR SERVICES FOR KENYA FILM COMMISSION**

Bidder's undertaking on Ethics and Integrity Accepting that transparent business management and fair public administration are the key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present proposal for:

I.....  
(Lead Consultant's name in the case of an individual consultancy/all personnel of .....  
(Name of association, partnership, corporation or other entity being a non-individual consultant) and its sub-contractors and agents hereby agree that;-

1. I/We understand that Kenya Film Commission (KFC) is a law-abiding institution and I/We undertake to abide by all the laws of Kenya particularly the laws, rules and regulations governing ethics and integrity and the procurement of goods and services by public agencies in Kenya. I/We shall not conduct any unethical business practices, including but not limited to making false declarations and representations in bidding documents; bid-rigging, collusive bidding, and canvassing.
2. I/We shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to any officials of the KFC or indeed any other person nor commit any other act with a view to unlawfully influencing the process or outcome of procuring for the goods and/or services herein or the performance of any contract arising from the procurement process.
3. I/We undertake to report to KFC and the Ethics and Anti-Corruption Commission (EACC) any acts of corruption and unethical practice by any official of the KFC, any of my/our employees, agents, associates, affiliates or indeed any other person that come to our knowledge in the course of procuring the supply and provision of the goods and/or services herein or the performance of any contract arising therefrom.
4. In bidding for the goods and/or services herein or the performance of any contract that may arise therefrom, I/We shall not make any statement which is untrue based on our knowledge, information and belief/ I/We shall fully and truthfully declare my/our ability to provide the goods and/or perform the services and we will not bid for the supply of goods or provision of services which we do not have the capacity to provide whether at all or under the terms required by the KFC.
5. I/We declare that we have the legal and operational capacity to make a bid for the goods and/or services herein, including but not limited to the fact that I/We am/not an un-

discharged bankrupt, under receivership or liquidation or otherwise insolvent nor suffering from any such or other incapacity that would make our bid or our ability to provide the goods and/or services herein legally or operationally untenable.

6. I/We declare that there is no conflict of interest situation existing between myself/us on the one hand and KFC on the other with regard to the supply of the goods and/or provision of the services herein that would make my/our bid or contract ethically or legally untenable. If any such conflict arises in the course of the procurement process and before the conclusion of any contract arising therefrom, I/We shall fully and truthfully declare such conflict to KFC.
7. I/We understand that violation of this pact may lead to the disqualification of my/our bid, to the termination of any contract or obligation between myself/us and KFC and my/our prosecution.

Signed: ..... Date: .....

Name of Authorized Signatory: .....