



**MERU COUNTY INVESTMENT & DEVELOPMENT
CORPORATION**

TENDER DOCUMENT

FOR

PROVISION OF WEBSITE RE-DESIGNING SERVICES

TENDER NO. MCIDC/T09/2016/2017

Tender Closing Date & Time: 05th April 2017 at 10:00Am.

March, 2017.

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SECTION I

- INVITATION TO TENDER

- 1.1.1 The Meru County Investment & Development Corporation invites sealed tenders from eligible firms with relevant qualifications and experience to submit Technical and Financial proposals to tenders **provision of website re-designing services**.
- 1.1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the procurement office, Meru County Investment & Development Corporation on 1st floor, Meru County Masonite Building (at the location of the Consolidated Bank Branch) Meru .
- 1.1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kshs.1, 000 cash or bankers cheque payable to the Meru County Investment & Development Corporation. Tenders can be downloaded **free of charge** from our website www.investmeru.co.ke or from the Meru County Government website www.meru.go.ke .
- 1.1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.1.5 Completed tender documents are to be enclosed in plain sealed envelopes as **one original and one copy** enclosed with a larger outer envelope, clearly marked with the tender number and name and addressed to:

**The Managing Director,
Meru County Investment & Development Corporation,
P.O. Box 3194-60200,
Meru.**

and must be received in the tender box at Meru County Investment & Development Corporation Offices, 1st floor, Meru County Masonite Building (at the location of the Consolidated Bank Branch), Meru, during normal working hours on or before **Wednesday, 05th April 2017 at 10.00am.**

- 1.1.6 Tenders shall be opened immediately thereafter in the presence of candidates representatives who choose to attend at Meru County Investment & Development Corporation board room.

Canvassing directly or indirectly will lead to automatic disqualification of bidders.

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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 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 be Kshs.1, 000/= and free of charge for electronic acquired copies.
- 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 5 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Technical Specifications
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security 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 2.8,2. 9, 2.10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

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

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8

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

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

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

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

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;
or
- (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.26
or
 - (ii) to furnish performance security in accordance with paragraph 2.27
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 **Validity of Tenders**

2.13.1 Tenders shall remain valid for 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 non-responsive.

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

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each **“ORIGINAL TENDER”** and **“COPY OF TENDER,”** as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for 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

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and **“COPY.”** The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the invitation to tender
 - (b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE Wednesday, 05th April 2017 at 10.00am.”**
- 2.15.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, 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 2.15.1 no later than **10:00 am on 05th April 2017.**
- 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 2.5, 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 2.12.8.
- 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 **10:00 am on 05th April 2017** 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 tenderers tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
- (a) operational plan proposed in the tender;
 - (b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) **Operational Plan.**

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

- 2.24.4 Subject to paragraph 2.22 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 **Notification of award**

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 **Signing of Contract**

- 2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return to the Procuring entity.

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

2.27 **Performance Security**

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated 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 THE TENDERERS

The following information 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: Firms registered in Kenya.
2.2.2	Price to be charged for tender documents. Kshs. 1,000 for those who purchase a hard copy while those who download the document will be free of charge
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required. Copies of: i) Certificate of Registration / Incorporation ii) Certificate of valid tax compliance
2.12.2	Particulars of tender security 2 % valid for an additional thirty (30) days after the expiry of the tender validity period i.e. (120 days). (exempt for youth, women & PWD) <i>NB: For Youth, Women and Persons with Disability are to submit a duly signed Tender Securing Declaration Form in addition to a copy of the registration certificate from the National Treasury recognizing them as a specialized group under preferential treatment.</i>
2.12.4	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by PPOA.
2.13	Validity of Tenders: Tenders Shall remain valid for 120 days after date of tender opening
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Office.
2.20.1	Tenderers are required to submit copies of the following MANDATORY DOCUMENTS which will be used during Preliminary Examination to determine responsiveness: 1) Copy of certificate of Registration/Incorporation 2) Copy of Valid Tax Compliance certificate 3) Must Fill the Price Schedule in the format provided 4) Must Fill the Form of Tender in the format provided 5) Must Submit a Tender Security of 2% valid for an additional thirty (30) days after the expiry of the tender validity period. (Exempt for youth, women & PWD) NB: For Youth, Women and Persons with Disability are to submit a duly signed Tender Securing Declaration Form in addition to a copy of the registration certificate from the National Treasury recognizing them as a specialized group under preferential treatment. 6) Must submit a dully filled up Confidential Business Questionnaire in format provided

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.22	<p>Evaluation and comparison of Tenders: The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.</p> <p><u>Selection Process</u></p> <p>Below is a description of the evaluation steps that will be adopted.</p> <p><u>STEP 1: Preliminary evaluation</u></p> <p>This will be an elimination stage which will be done as per paragraph 2.20.1 above.</p> <p><u>STEP 2: Technical evaluation</u></p> <p>Only bidders who score 75% and above will be subjected to financial evaluation</p> <p><u>STEP 3: Financial Evaluation</u></p> <p>Award will be made to the lowest evaluated bidder.</p>
2.24 (a)	<p>Particulars of post – qualification if applicable. MCIDC may carry out post qualification and inspect the premises or contact listed clients to confirm details</p>
2.27	<p>Particulars of performance security 10 %</p>
Other's as necessary	

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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

- 3.2.1 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

3.4 Patent Right's

- 3.4.1 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 services under the contract or any part thereof.

3.5 **Performance Security**

- 3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by PPOA.
 - d) Letter of credit.
- 3.5.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 **Inspections and Tests**

- 3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 **Payment**

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

3.8 **Prices**

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

3.9 **Assignment**

3.9.1 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.

3.10 **Termination for Default**

3.10.1 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 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.

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

3.11 **Termination of insolvency**

3.11.1 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.

3.12 **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.

3.13 **Resolution of disputes**

- 3.13.1 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.
- 3.13.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.14 **Governing Language**

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

3.15 **Force Majeure**

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

3.16 **Applicable Law.**

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

3.17 **Notices**

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

SECTION IV**- SPECIAL CONDITIONS OF CONTRACT**

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

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: 10 %
3.7	Specify method Payments. 30 days after invoice, after delivery, inspection and acceptance
3.8	Specify price adjustments allowed. None
3.14	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Specify applicable law. Laws of Kenya

SECTION V**SCHEDULE OF REQUIREMENTS**

The following items are required to be delivered in MCIDC premises, 1st floor, Meru County Investment & Development Corporation, Meru County Masonite Building (at the location of the Consolidated Bank Branch, Meru.

NO	DESCRIPTION	QTY
1	Software	1

The successful vendor will be required to deliver the software within three (3) weeks after contract signing or at an agreed date.

KEY OUTPUT

- a) The web developer shall be responsible for revamping the website subject to the requirement stated below and from the current website information. The tasks shall include designing the new interface, producing customized icons, images and animations, scripting, uploading and transfer of files, testing and debugging providing user's documentation and training of Key internal staff for maintenance.
- b) Redesigning the website using Joomla, WordPress and or other equivalent open source taking into account web 2.0 elements.
- c) Specifically do the following:-
 - Review the existing website, then analyze and report or present data or information from the websites in line with business objectives.
 - Redesign the look and feel of the new website to make it visually appealing (i.e. with attractive mix of the organization color, texts and graphics), with a unified theme and design and easy to navigate (i.e. no more than 3 levels of: drill down" for a user to find desired information).
 - -Create interactive maps showing the location of organization main office and regional offices and the ability to search for specific project within a program.
 - Create/customize an open source content management system (CMS) that is reliable and with support base and will permit non-technical staff to instantly update web site content, add modules or sections and integrate Web 2.0 elements, such as but not limited to user tagging, content commenting, social networking, peer-to-peer sharing and blogging.
 - Transferring of substantial amounts of existing content/data to a new website.
 - Provide search capabilities using key words or phrasing that will identify content throughout the site.
- d) Incorporate the following capabilities to the website:-
 - Embedded discussion forum tied to the organization knowledge base/ mailing list.
 - Create an online library (e-resource portal) with restrictions.
 - Projects page, with "Restricted" sections for certain users.
 - Restricted wiki sections for internal collaboration/sharing.
 - Photo Albums.
 - RSS feeds.
 - Advanced search Engine.
 - Content forwarding and commenting.
 - Content archiving.
 - Administrator and user-level-access.
 - Other features as may be determined necessary by the organization.
 - Staff-only area (Intranet).
 - Provide a searchable directory of contacts for different departmental heads or project co-coordinators.

	<ul style="list-style-type: none"> - Provide links to related association and governmental entities. e) Implement a tracking application to produce user defined site log reports to measure web visitor behavior and improve web site performance and availability. f) Provide training to key organization staff on the maintaining, uploading and securing the new website. g) The new website must also meet the following compatibility requirement such as:- <ul style="list-style-type: none"> Site must be compatible with all the latest internet browser (IE, Firefox, Chrome, Safaris etc). Site must be built in accordance to the Web content accessibility guidelines 2.0 provided by the W3C and should also be easily accessible to the novice as well as the experienced internet user. h) Provide a copy of the new websites on CD/DVD.
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PROJECT SCOPE	The website should be re-designed to:
	<ul style="list-style-type: none"> i. Support a Customer Relation Management questionnaire and feedback System. ii. Support Frequently Ask Questions. iii. Support for online advertised jobs. Applicants should be able to fill employee applications forms and have them submitted online. iv. Should have a search Engine which searches MCIDC website content and links v. Should have a back-end-tool to database content that is supported via online forms. vi. Should be able to generate standard MCIDC forms for management to use. vii. Should be engaging and with user interactions built on PHP content management system, support a collaborative platform to ensure that the business requirements of the Corporation are well handled. Within the scope; the website should have: <ul style="list-style-type: none"> a) A document repository linked to a third party provider (Google docs, Drop box etc.) for uploading agendas, minutes quarterly reports from the members built-in filtering abilities, search capabilities specific to the application and a reverse-chronological display. b) An integrated blog module linked to a third party provider with options for multiple blog categories and user comments (this should be approved by the administrators). c) An easily searchable resource directory with the ability to display basic resource information, photos and links to additional material, which includes integrations with mapping search engines. d) An appropriate event calendar application also provided by third party. The categories within the calendar should:- <ul style="list-style-type: none"> • Allow an unlimited number of calendar categories or types to be added to the site, with an unlimited number of items allowed to be added within each individual category.

- Calendar events shall be able to be set up as single events or recurring events with options for daily, weekly, monthly or annual recurrences.
 - Calendar events with associated address shall be automatically mapped to at least one web-based mapping site.
 - Calendar events shall provide space for full description including the ability to post images, tables and videos with the description.
 - The site visitor shall be able to view calendar by a list of events, a week view or a month view.
 - Calendar shall be filterable by category, a start date and an end date with the ability to search for keywords.
 - Each calendar category shall if desired, post events automatically to an RSS feed, and the category feeds shall be available individually or collectively.
 - The full on-site calendar and individual calendar categories shall produce an associated iCal feed that can be imported into major calendar applications (both desktop and web-based) individual calendar events shall produce an associated iCal file for the single event.
- e) A video gallery component that should allow display of video media in an organized and manageable layout on the internet. The component should handle the uploading, server-side processing and playback of large video media in all popular formats. Among the features for the video and picture gallery components are:
- Ability to feature one or more videos on the primary media centre portion of the website.
 - Ability to quickly edit videos and channels from the public –facing portion of the website.
 - Ability to broadcast live video through a connection between the CMS media functionality and a variety of video-capture devices.
 - Ability to share videos with the content management system. Ability to upload & convert videos.
 - Ability to import YouTube and Vimeo videos. Ability for Pseudo streaming support.
- a) A news and announcement application that allows an unlimited number of news categories or types to be added to the site with an unlimited number of items allowed to be added within each individual category.
- Ability to feature news and announcement on individual pages and in multiple structural areas of the site.
 - News items can easily be associated with images.
 - Each news category shall, if desired, post of events automatically to an RSS feed; the category feeds shall be available individually or collectively.
- b) Subscription functionality that allows site visitors to subscribe to one or more site topics and receive updates through an e-mail, subscription application may contain an unlimited amount of categories and has the ability to deliver an unlimited amount of correspondence.
- Ability to create professional HTML newsletters through the

	<p>Subscription service and deliver to an unlimited number of subscribers.</p> <ul style="list-style-type: none"> • Subscription ability tied into multiple other pieces of the content management system including calendars and news application. • A double opt-in security system that prompts subscribers to confirm subscriptions and reduces the number of non-functioning e-mail addresses in the system. <p>h) A central photo and image repository for the posting and display of images, within the gallery vendor shall allow the creation of an unlimited number of categories.</p> <ul style="list-style-type: none"> • Ability to upload multiple photos to quickly create and publish entire photo albums to the website. • Each album shall feature multiple views, including full album views, individual image views and integrated slideshow function. • Ability to feature one or more photos on the primary photo gallery portion of the website. • Ability to make images in a single album or throughout the entire gallery copyright protected and unable to be right clicked for downloading or copying purpose. • Ability to assign default credit to images within an album or to give individual credit on individual images. <p>i) A complete agenda creation application that encompasses the entire process of creating and publishing agendas and minutes to the website. This includes: creation of agenda items, customized workflow routing, agenda building, automatic user notifications of new agendas and minutes, ability to create minutes from the completed agenda template.</p> <p>j) Database display ability that imports tabled information and allows staff to specify and create search fields and filters specific to the database.</p> <p>k) Functionality that simplifies the posting and hyper linking of documents into on-site content.</p> <p>l) Image management tools for the addition of images to on-site content through web pages and modular elements associated with the content management system.</p> <p>m) Integrated Flash management.</p> <p>n) Integrated Media management.</p> <p>o) Creation of slideshows using multiple images and common tools found in the image management portion of the website content management system.</p> <p>p) Easy embedding of audio, video, media and social-networking applications with associated embedded Codes.</p> <p>q) Integration with common social-networking applications such as face book, Vimeo, Twitter, Instagram etc.</p> <p>r) Allows users to log in and provide feedback.</p> <p>s) Build on discussion forum that allow the regular users to see and post comments on topical issues on a daily basis. The forum will represent the public interface of the public.</p>
	<p>o) The forum should leverage the installed templates and settings to present a sophisticated forum solution to the registered users as well as guests. Whether the forum is public, private, read only based on the content management system settings. One should be able to differentiate between registered users, administrators, moderators as well as guests and can customize according to a predefined access level.</p> <p>p) Build on a feedback form: <ul style="list-style-type: none"> • In addition to the existing feedback form, the authority needs an additional feedback form to take process and log visitor's complaints. • The help ticketing system should allow us to provide prompt and efficient support to the public's. A system that comes by default with a integrated knowledge base system will be idea to allowing staff members to decrease </p>

	<p>response time and improve efficiency. Proposed front end and back end ticketing system is ideal.</p> <ul style="list-style-type: none"> • Should include a special area for member-sources ideas that are implanted. Must include a bad language filter. • Must include filters for most popular and newest items for searchability Must include the ability to flag ideas and/or comments as inappropriate. • Allows for ideas that are of particular interest to be tagged as “featured” and placed in a special spotlight area.
	<p><u>WEB CONTENT</u></p> <p>The redesigned website should have the following content:</p> <ul style="list-style-type: none"> a. Vision, Mission and core values of the corporation. b. Profile of MCIDC Board Members, Managing Director and Directors. c. Marketing content for various product and services available in Meru County d. Careers and job opportunities in the Corporation. e. The performance status of the corporation. f. Past projects developed by MCIDC for the last 2 years. g. Upcoming and ongoing projects. h. Managing Director’s Press release information. i. List of pre-qualified suppliers. j. Tenders k. Download Center l. Activities and events that relate to CSR. m. News
	<p><u>WEBSITE CONTENT MANAGEMENT SYSTEM</u></p> <p>The content Management system (CMS) should be a web-based application that provides the core of the entire development process, being both the platform for the development and the tool by which contributors can update the new website.</p> <p>The CMS may feature plug-in applications or modules that enhance the functionality of the website, though core features of the CMS should center around ease-of-use, flexibility and for ongoing stability an established information architecture and hosting environment.</p> <p>a) The system must allow the administrators preferably do the following abilities:-</p> <ul style="list-style-type: none"> • A way to add, edit and move content directly to a webpage without the need to utilize or be trained on a back-end administrative system. • Quick and easy access to add and update calendar listings, with editing methods available through robust back-end interface. • Content publishers/trained staff should be able to add and update menu items if assigned the appropriate permission level. • Content publishers should have the ability to assign multiple content records to a single link, allowing for rotating content.

- The CMS must have a rich text editor for the content additions and updates that, while allowing flexibility for the higher-end content contribution, it is simple and straight forward.
- Content contributors must have the option to use pre-created page templates to assist in the formatting and development of new content.
- Ability to add simple links should be provided with an option to do so through an automatic hyper linking option.
- Content added to the site, whether as a part of page content or additions to plug-in applications or modular elements should feature delay posting and automatic expiration abilities.
- Notification of expiration of site content shall be received through notifications available via e-mail notifications.
- All published content on the website shall be automatically archived and retrievable at any time without having to refer to back-up devices.
- The articles can be set as:-
 - Visible: published to the website immediately when saved.
 - Pending: The article can be saved to the system but not published until the editor approves it.
 - Hidden: It is possible to disable an article so it's not visible to the public, this is when you want to pull an article or revise it.
 - Full Article: Summary can be done on the page and then link to a full article on its own page.
 - Summary only: Just a summary on the category page can be done.
 - Internet URL: A summary can be done and then be linked to an outside website.
 - Uploaded file: After a summary is done it can then be likened to a document.
- The administrator can write articles in plain text. Preview the articles before publishing it to the website.
- Upload unlimited images/videos to be embedded within the article through the use of the third party provider.
- Nest imaged sp visitors can click on one image to see a larger image. b)

b. Advanced administrative users:

- Have an online template where contributors can send their contributions to the administrator for editing and further uploading to the website.
- The administrators shall have the ability to add, edit, update and move menu items, affecting overall site structure and organization.
- Reports detailing broken links on the website, including the referring page location so that links can be corrected, this should be sent to the administrators.
- All history of the website shall be exportable.
- Feature area control on website pages, including the ability to add featured areas and assign content to those areas.
- The website should allow for a method by which the administrator can create friendly URLs.
- Administrator of on-site banners and graphics, with the ability to add new banners and on-site graphical elements and assign those elements to specified areas of the site (the developer will also assist in this from time to time).

- Access to site search statics, including the ability to filter searched terms by date and time, search terms should have the ability to be exported.
- The ability to manage administrative access to the site through a non-separable user permission system that defines in-system rights and workflows for both general content and modular applications that are included as a part of the CMS.
- The ability to track the number of hits on the website.
- In order to offer the most effective and applicable website possible to the public, the content management system shall feature a full suite of functionality and applications designed for effective information-sharing for website content contributors and administrators, and interactive features for site visitors. Deliverables that are included as a standard part of the website content management system shall include:-

Website ADMINISTRATIVE CAPABILITES

- Ability to add and edit banners to specified areas of the website. Capability to administer branch sires associated with the primary site. Site search statistic, including the ability to filter searched terms by date and time, search terms should have the ability to be exported.
- An administrative center for reviewing, filtering and exporting overall website statistic, including the ability to view statistics by page and presenting the information in a graphics representation.
- A password-protected area of the website, available only to those users approved to access secure content (i.e. members).
- A report detailing all changes and activity taking place on the website through content contributors and administrator, the report shall be filterable by start and end dates, times by content time and by action taken.
- All published content on the website shall be automatically archived and retrievable at any time.
- Ability to convert documents to PDFs via an included PDF conversion method.
- Assignment of multiple content records to a single link, allowing content to rotate.
- Assignment of multiple banners to a single page, allowing banners to rotate.
- Content added to the site, whether as a part of the page content or additions to plug-in applications or modular elements shall feature delayed posting and automatic expiration abilities.
- Included spell-check functionality.
- A non-separable user permission system with multiple levels of rights that defines in-system rights and workflows for both general content and modular applications that are included as a part of the CMS.
- A dynamic menu structure with the ability to easily add, edit and delete menu items in multiple structural areas of the site.
- A page structure that allows the addition of pages.
- A menu system allowing for the addition of an unlimited number of menu levels.
- An administrative dashboard with a customized interface that displays critical shortcuts, on-site system that displays a administrative message and updated information.

WEBSITE CONTENT LAYOUT

For Ease of Navigation and look, the upgraded website should meet the following layout design:

- i. It should have a user-friendly interface.
- ii. The website should be easy to navigate.
- iii. The websites feel and look should be bench marked with other good website.
- iv. Home page that has a high definition flash scrolling or blinking header with MCIDC, Logo, Mission and statement.
- v. Screen resolution should fit to the screen and right hand side and below header on every page will dedicate to banner adverts.
- vi. Use only “property accessories” as buttons for entire website.
- vii. User friendly, appealing, easy to update and search engine.
- viii. Install and configure the environment for website development and updates.

QUALIFICATION OF SERVICE PROVIDER

- i. Service provider must be a reputable firm/individuals with prior experience designing visually appealing and navigation friendly website. Service provider must show an overview of the company/companies worked with, including a description of the company’s organization, current or long-range plans, major contracts and any other relevant information. Provided the name, title, address, phone and e-mail number of the primary contact for the purpose of this assignment.
- ii. Have a board knowledge of the current web development technologies and design tools in the field and new software and other web programming languages and programs including use of HTLM, XHTML, CSS, XML, XSLT, Macromedia Flash, Java.
- iii. Familiarity and relevant experience in sung different content management system (CMS).
- iv. Demonstrate the ability to create innovative and visually appealing design and guarantee timely delivery of assignment.

Notes on the standard Forms

1. **Form of Tender** -The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** -The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** -The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** -This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** -When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter.
6. **Performance security Form** -The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the MCIDC.
7. **Evaluation Response Forms** -These forms should be completed by the tenderer and submitted with the tender documents as it will be used for technical evaluation.
6. **Tenderers Experience Requirement Form** -This form should be completed by the tenderer and submitted with the tender documents as they will be used for evaluation.

4.1 FORM OF TENDER

Date _____

Tender No. _____

To:

Sir/Madam:

Having examined the Tender documents including Addenda Nos.[insert addenda numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Provision of Website Redesign Services** in conformity with the said Tender documents for the sum of or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

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.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____
20_____. (Name)

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

4.2 PRICE SCHEDULE OF SERVICES

Name of Tender: **Provision of Website Redesign Services**

Tender Number: **MCIDC/T09/2016/2017**

Based on the information contained in the Description of Services, Tenderers should provide a breakdown of costs in the format shown below.

NO	DESCRIPTION	MAKE/MODEL	QTY	UNIT PRICE	TOTAL PRICE
1	Software		1		

Signature and Rubber Stamp of tenderer

4.3 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 _____.

4.4 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.

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

4.5 FORMAT OF TENDER SECURITY INSTRUMENT

Whereas [Name of the tenderer] (hereinafter called "the tenderer") has submitted its tender dated [Date of submission of tender] for the [Name and/or description of the tender] (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that WE of [Name of Insurance Company] having our registered office at (hereinafter called "the Guarantor"), are bound unto [Name of Procuring Entity](hereinafter called "the Procuring Entity") in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this ___day of _____ 20 ___.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, 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 Guarantor not later than the said date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

Performance Bank/Insurance Company Guarantee [Unconditional]

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/Insurance Company guarantee by a reputable Bank/Insurance Company 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/Insurance Company]

[address]

[date]

4.6 EVALUATION CRITERIA

4.6.1 Preliminary Evaluation Checklist

Tenderers are advised that at this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

No.	Parameters / Requirements	Submitted / Not Submitted
1	Copy of certificate of Registration/Incorporation	
2	Copy of Valid Tax Compliance certificate	
3	Must Fill the Price Schedule in the format provider	
4	Must Fill the Form of Tender in the format provided	
5	Must Submit a Tender Security of 2 % valid for an additional thirty (30) days after the expiry of the tender validity period.	
6	Must submit a dully filled up Confidential Business Questionnaire in format provided	

TECHNICAL EVALUATION CRITERIA

No.	Evaluation Attribute	Tenderers Response	Weighting Score	Max Score
1.	Number of years in website development and website redesign		<ul style="list-style-type: none"> 2 years and above (10 marks) 1 – below 2 years (5 marks) Below 1year (3 marks) 	10
2.	Provide a list of clients and references, LPO's to which the company has provided similar services in the last 3 years		<ul style="list-style-type: none"> 3 or more clients with references (15 marks). Others prorated at: No. of clients/ 3 x 15 	15
3.	Qualifications of key personnel on the proposed website redesign		<ul style="list-style-type: none"> With CVs and relevant certificates attached – 10 marks. Not attached – 0 marks 	10
4.	Please indicate minimum time required for provision of website re-designing services after contract signing (please note this will be used for performance evaluation for the successful bidder)		<ul style="list-style-type: none"> Three Weeks and below – 5 marks. Four weeks – 3 marks. More than four weeks - 0 	5
5.	Physical facilities (Provide details of physical address and contacts – attach evidence)		<ul style="list-style-type: none"> Details of physical address and contact with copy of title or lease documents or latest utility bill – 5 marks. Not provided – 0 marks 	5
6.	The supplier meeting the requirements/ specifications		<ul style="list-style-type: none"> Meeting of requirements/ specifications (as per the technical evaluation response form) – 60 Marks 	60

			• If not – 0 marks	
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Only bidders who score **75%** and above will be subjected to financial evaluation

Award Criteria

Award will be made to the lowest evaluated bidder.

4.6.2 Technical Evaluation Response Form

ITEM	REQUIREMENTS	YES/NO
KEY OUTPUT	<p>a) The web developer shall be responsible for revamping the website subject to the requirement stated below and from the current website information. The tasks shall include designing the new interface, producing customized icons, images and animations, scripting, Uploading and transfer of files, testing and debugging providing user's documentation and training of Key internal staff for maintenance.</p>	
	<ul style="list-style-type: none"> ➤ Redesigning the website using Joomla and or other equivalent open source taking into account web 2.0 elements. ➤ Specifically do the following:- ➤ Review the existing website, then analyze and report or present data or information from the websites in line with business objectives. ➤ Resign the look and feel of the new website to make it visually appealing (i.e with attractive mix of the organization colour, texts and graphics), with a unified theme and design and easy to navigate (i.e no more than 3 levels of: drill down” for a user to find desired information). ➤ Create interactive maps showing the location of organization main office and regional offices and the ability to search for specific project within a program. Create/customize an open source content management system (CMS) that is reliable and with support base and will permit non-technical staff to instantly update web site content, add modules or sections and integrate Web 2.0 elements, such as but not limited to user tagging, content commenting, social networking, peer-to-peer sharing and blogging. ➤ Transferring of substantial amounts of existing content/data to a new website. ➤ Provide search capabilities using key words or phrasing that will identify content throughout the site. ➤ Incorporate the following capabilities to the website:- ➤ Embedded discussion forum tied to the organization knowledge base/ mailing list. ➤ Create an online library (e-resource portal) with restrictions. ➤ Projects page, with “Restricted” sections for certain users. ➤ Restricted wiki sections for internal collaboration/sharing. ➤ Photo Albums. ➤ RSS feeds. ➤ Advanced search Engine. ➤ Content forwarding and commenting. Content archiving. ➤ Administrator and user-level-access ➤ Other features as may be determined necessary by the organization. ➤ Staff-only area (Intranet). <p>d) Implement a tracking application to produce user defined site log reports to measure web visitor behavior and improve web site performance and availability.</p> <p>e) Provide training to key organization staff on the</p>	

	<p>maintaining, uploading and securing the new website.</p> <p>f) The new website must also meet the following compatibility requirement such as:-</p> <ul style="list-style-type: none"> ➤ Site must be compatible with all the latest internet browser (IE, Firefox, Chrome. Safaris etc). ➤ Site must be built in accordance to the Web content accessibility guidelines 2.0 provided by the W3C and should also be easily accessible to the novice as well as the experienced internet user. <p>g) Provide a copy of the new websites on CD/DVD.</p>	
<p>PROJECT SCOPE</p>	<p>The website should be re-designed to:</p> <ul style="list-style-type: none"> • Support a Customer Relation Management questionnaire and feedback system. • Support Frequently Ask Questions. • Support for online advertised jobs. Applicants should be able to fill employee applications forms and have them submitted online. • Should have a search Engine which searches MCIDC website content and links • Should have a back-end-tool to database content that is supported via online forms. • Should be engaging and with user interactions built on PHP, content management system, support a collaborative platform to ensure that the business requirements of the Corporation are well handled. Within the scope; the website should have: • A document repository linked to a third party provider (Google docs, Drop box etc) for uploading agendas, minutes quarterly reports from the members built-in filtering abilities, search capabilities specific to the application and a reverse-chronological display. • An integrated blog module linked to a third party provider with options for multiple blog categories and user comments (this should be approved by the administrators). • An easily searchable resource directory with the ability to display basic resource information, photos and links to additional material, which includes integrations with mapping search engines. • An appropriate event calendar application also provided by third party. The categories within the calendar should:- <ul style="list-style-type: none"> ✓ Allow an unlimited number of calendar categories or types to be added to the site, with an unlimited number of items allowed to be added within each individual category. ✓ Calendar events shall be able to be set up as single events or recurring events with options for daily, weekly, monthly or annual recurrences. 	

	<ul style="list-style-type: none"> ✓ Calendar events with associated addresses shall be automatically mapped to at least one web-based mapping site. ✓ Calendar events shall provide space for full description including the ability to post images, tables and videos with the description. ✓ The site visitor shall be able to view calendar by a list of events, a week view or a month view. ✓ Calendar shall be filterable by category, a start date and an end date with the ability to search for keywords. ✓ Each calendar category shall if desired, post events automatically to an RSS feed, and the category feeds shall be available individually or collectively. ✓ The full on-site calendar and individual calendar categories shall produce an associated iCal feed that can be imported into major calendar applications (both desktop and web-based) individual calendar events shall produce an associated iCal file for the single event. ✓ a video gallery component that should allow display of video media in an organized and manageable layout on the internet. The component should handle the uploading, server-side processing and playback of large video media in all popular formats. Among the features for the video and picture gallery components are: <ul style="list-style-type: none"> ❖ Ability to feature one or more videos on the primary media centre portion of the website. ❖ Ability to quickly edit videos and channels from the public-facing portion of the website. ❖ Ability to broadcast live video through a connection between the CMS media functionality and a variety of video-capture devices. ❖ Ability to share videos with the content management system. ❖ Ability to upload & convert videos. ❖ Ability to import YouTube and Vimeo videos. ❖ Ability for Pseudo streaming support. <ul style="list-style-type: none"> • Ability to feature news and announcements on individual pages and in multiple structural areas of the site • News items can easily be associated with images. • Each news category shall, if desired, post events automatically to an RSS feed; the category feeds shall be available individually or collectively. 	
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	<ul style="list-style-type: none"> ● A central photo and image repository for the posting and display of images, within the gallery vendor shall allow the creation of an unlimited number of categories: <ul style="list-style-type: none"> ➤ Ability to upload multiple photos to quickly create and publish entire photo albums to the website. ➤ Each album shall feature multiple views, including full album views, individual image views and integrated slideshow function. ➤ Ability to feature one or more photos on the primary photo gallery portion of the website. ➤ Ability to make images in a single album or throughout the entire gallery copyright protected and unable to be right clicked for downloading or copying purpose. ➤ Ability to assign default credit to images within an album or to give individual credit on individual images. ● A complete agenda creation application that encompasses the entire process of creating and publishing agendas and minutes to the website. This includes: creation of agenda items, customized workflow routing, agenda building, automatic user notifications of new agendas and minutes, ability to create minutes from the completed agenda template. ● Database display ability that imports tabled information and allows staff to specify and create search fields and filters specific to the database. ● Functionality that simplifies the posting and hyper linking of documents into on-site content. ● Image management tools for the addition of images to on-site content through web pages and modular elements associated with the content management system. ● Integrated Flash management. ● Integrated Media management. ● Creation of slideshows using multiple images and common tools found in the image management portion of the website content management system. ● Easy embedding of audio, video, media and social-networking applications with associated embedded Codes. ● Integration with common social-networking applications such as face book, Vimeo, Twitter etc. ● A member-sourcing application that allows members of the public to post topics regarding important issues on environment, climate change, climate information service and in turn allows members to log in and provide feedback. ● Allows users to log in and provide feedback. ● Build on discussion forum that allow the regular users to see and post comments on topical issues on a daily basis. The forum will represent the public interface of the public. ● The discussion forum should allow the regular users to see and post comments on topical issues on a daily basis. The forum will represent the public interface of the authority to the public. ● The forum should leverage the installed templates and settings to present a sophisticated forum solution to the registered users 	
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<ul style="list-style-type: none"> • • • • • 	<p>as well as guests. Whether the forum is public, private, read only based on the content management system settings. One should be able to differentiate between registered users, administrators, moderators as well as guests and can customize according to a predefined access level.</p> <ul style="list-style-type: none"> • Build on a feedback form: <ul style="list-style-type: none"> ➤ In addition to the existing feedback form, the authority needs an additional feedback form to take process and log visitor's complaints. ➤ The help ticketing system should allow us to provide prompt and efficient support to the publics. A system that comes by default with a integrated knowledge base system will be idea to allowing staff members to decrease response time and improve efficiency. Proposed front end and back end ticketing system is ideal. ➤ Should include a special area for member-sources ideas that are implanted. Must include a bad language filter. ➤ Must include filters for most popular and newest items for search ability. ➤ Must include the ability to flag ideas and/or comments as inappropriate ➤ Allows for ideas that are of particular interest to be tagged as "featured" and placed in a special spotlight area. 	
<p>WEB CONTENT</p>	<p>The redesigned website should have the following content:</p> <ol style="list-style-type: none"> a. Vision, Mission and core values of the corporation. b. Profile of MCIDC Board Members, Managing Director and Directors. c. Marketing content for various product and services available in Meru County d. Careers and job opportunities in the Corporation. e. The performance status of the corporation. f. Past projects developed by MCIDC for the last 2 years. g. Upcoming and ongoing projects. h. Managing Director's Press release information. i. List of pre-qualified suppliers. j. Tenders k. Download Center l. Activities and events that relate to CSR. m. News 	

WEBSITE CONTENT MANAGEMENT SYSTEM

The content Management system (CMS) should be a web-based application that provides the core of the entire development process, being both the platform for the development and the tool by which contributors can update the new website.

The CMS may feature plug-in applications or modules that enhance the functionality of the website, though core features of the CMS should center around ease-of-use, flexibility and for ongoing stability an established information architecture and hosting environment.

a) The system must allow the administrators preferably do the following abilities:-

- A way to add, edit and move content directly to a webpage without the need to utilize or be trained on a back-end administrative system.
- Quick and easy access to add and update calendar listings, with editing methods available through robust back-end interface.
- Content publishers/trained staff should be able to add and update menu items if assigned the appropriate permission level.
- Content publishers should have the ability to assign multiple content records to a single link, allowing for rotating content.
- The CMS must have a rich text editor for the content additions and updates that, while allowing flexibility for the higher-end content contribution, it is simple and straight forward.
- Content contributors must have the option to use pre-created page templates to assist in the formatting and development of new content.
- Ability to add simple links should be provided with an option to do so through an automatic hyper linking option.
- Content added to the site, whether as a part of page content or additions to plug-in applications or modular elements should feature delay posting and automatic expiration abilities.
- Notification of expiration of site content shall be received through notifications available via e-mail notifications.
- All published content on the website shall be automatically archived and retrievable at any time without having to refer to back-up devices.
- The articles can be set as:-
 - Visible: published to the website immediately when saved.
 - Pending: The article can be saved to the system but not published until the editor approves it.
 - Hidden: It is possible to disable an article so it's not visible to the public, this is when you want to pull an

	<p>article or revise it.</p> <ul style="list-style-type: none"> ➤ Full Article: Summary can be done on the page and then link to a full article on its own page. ➤ Summary only: Just a summary on the category page can be done. ➤ Internet URL: A summary can be done and then be linked to an outside website. ➤ Uploaded file: After a summary is done it can then be likened to a document. <ul style="list-style-type: none"> • The administrator can write articles in plain text. Preview the articles before publishing it to the website. • Upload unlimited images/videos to be embedded within the article through the use of the third party provider. • Nest imaged sp visitors can click on one image to see a larger image. b) <p>c. Advanced administrative users:</p> <ul style="list-style-type: none"> • Have an online template where contributors can send their contributions to the administrator for editing and further uploading to the website. • The administrators shall have the ability to add, edit, update and move menu items, affecting overall site structure and organization. • Reports detailing broken links on the website, including the referring page location so that links can be corrected, this should be sent to the administrators. • All history of the website shall be exportable. • Feature area control on website pages, including the ability to add featured areas and assign content to those areas. • The website should allow for a method by which the administrator can create friendly URLs. • Administrator of on-site banners and graphics, with the ability to add new banners and on-site graphical elements and assign those elements to specified areas of the site (the developer will also assist in this from time to time). • Access to site search statics, including the ability to filter searched terms by date and time, search terms should have the ability to be exported. • The ability to manage administrative access to the site through a non-separable user permission system that defines in-system rights and workflows for both general content and modular applications that are included as a part of the CMS. • The ability to track the number of hits on the website. • In order to offer the most effective and applicable website possible to the public, the content management system shall feature a full suite of functionality and applications designed for effective information-sharing for website content contributors and administrators, and interactive features for site visitors. Deliverables that are included as a standard part of the website content management system shall include:- 	
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	<p>Website ADMINISTRATIVE CAPABILITES</p> <ul style="list-style-type: none"> ➤ Ability to add and edit banners to specified areas of the website. Capability to administer branch sites associated with the primary site. Site search statistic, including the ability to filter searched terms by date and time, search terms should have the ability to be exported. ➤ An administrative center for reviewing, filtering and exporting overall website statistic, including the ability to view statistics by page and presenting the information in a graphics representation. ➤ A password-protected area of the website, available only to those users approved to access secure content (i.e. members). ➤ A report detailing all changes and activity taking place on the website through content contributors and administrator, the report shall be filterable by start and end dates, times by content time and by action taken. ➤ All published content on the website shall be automatically archived and retrievable at any time. ➤ Ability to convert documents to PDFs via an included PDF conversion method. ➤ Assignment of multiple content records to a single link, allowing content to rotate. ➤ Assignment of multiple banners to a single page, allowing banners to rotate. ➤ Content added to the site, whether as a part of the page content or additions to plug-in applications or modular elements shall feature delayed posting and automatic expiration abilities. ➤ Included spell-check functionality. ➤ A non-separable user permission system with multiple levels of rights that defines in-system rights and workflows for both general content and modular applications that are included as a part of the CMS. ➤ A dynamic menu structure with the ability to easily add, edit and delete menu items in multiple structural areas of the site. ➤ A page structure that allows the addition of pages. ➤ A menu system allowing for the addition of an unlimited number of menu levels. ➤ An administrative dashboard with a customized interface that displays critical shortcuts, on-site system that displays a administrative message and updated information. 	
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WEBSITE CONTENT LAYOUT

For Ease of Navigation and look, the upgraded website should meet the following layout design:

- ix. It should have a user-friendly interface.
- x. The website should be easy to navigate.
- xi. The websites feel and look should be bench marked with other good website.
- xii. Home page that has a high definition flash scrolling or blinking header with MCIDC, Logo, Mission and statement.
- xiii. Screen resolution should fit to the screen and right hand side and below header on every page will dedicate to banner adverts.
- xiv. Use only “property accessories” as buttons for entire website.
- xv. User friendly, appealing, easy to update and search engine.
- xvi. Install and configure the environment for website development and updates.

QUALIFICATION OF SERVICE PROVIDER

- i. Service provider must be a reputable firm/individuals with prior experience designing visually appealing and navigation friendly website. Service provider must show an overview of the company/companies worked with, including a description of the company’s organization, current or long-range plans, major contracts and any other relevant information. Provided the name, title, address, phone and e-mail number of the primary contact for the purpose of this assignment.
- ii. Have a board knowledge of the current web development technologies and design tools in the field and new software and other web programming languages and programs including use of HTLM, XHTML, CSS, XML, XSLT, Macromedia Flash, Java.
- iii. Familiarity and relevant experience in sung different content management system (CMS).
- iv. Demonstrate the ability to create innovative and visually appealing design and guarantee timely delivery of assignment.

4.7 BIDDER'S EXPERIENCE REQUIREMENTS FORM

Give a list of 3 (three) reputable clients for whom they have offered similar assignments in the format below.

No.	Contact Information	Details
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
4	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
5	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	