

KWS/RFP/MBD/28/2013-2014

**REQUEST FOR PROPOSAL (RFP)
FOR RE-DESIGN AND DEVELOPMENT OF
KWS WEBSITE**

CLOSING DATE: 29th October 2013

TIME: 12.00 noon

Kenya Wildlife Service, Headquarters, P.O Box 40241- 00100, Nairobi, Kenya

Tel +254 20 600800/ 602345 Fax +254 20 603792

Email: hps@kws.go.ke; Website: www.kws.go.ke

LETTER OF INVITATION

Dear Sir/Madam:

RE: Tender No: KWS/RFP/MBD/28/2013-2014

Kenya Wildlife Service wishes to invite you to submit a detailed Technical and Financial proposal to provide consultancy services: Redesign and Development of KWS Website.

Kindly submit your formal application in accordance with the requirements set forth in the attached **Request for Proposal (RFP)**. Suitable consultants will be identified on the basis of their responsiveness to the requirements for the scope of the tasks and contract conditions. Kenya Wildlife Service will award the tender in accordance with procedures set out in the Public Procurement and Disposal Act, 2005 and the Public Procurement and Disposal Regulations, 2006.

Eligible firms may download the RFP guidelines from our website; www.kws.go.ke Further information may be obtained from the Procurement office at KWS Headquarters, Tel 254-02-3991000/2000, email address; hps@kws.go.ke .

Proposals shall remain valid for **90 days** after date of proposal opening.

Completed proposals made in Plain English language packaged in plain sealed envelopes and clearly marked “**Tender No. KWS/RFP/MBD/28/2013-2014 Request For Proposal (RFP) For Re-Design And Development Of the KWS Website** and addressed to the: **Director, Kenya Wildlife Service, P.O Box 40241 00100 Nairobi** should be returned and deposited in the tender box situated at the main reception so as to be received **NOT** later than : **29th October 2013 at 12.00 noon**

Tenders will be opened immediately thereafter, in the presence of tenderers representatives who choose to attend at KWS boardroom

Head – Supply Chain Management

This Request for Proposal (RFP) includes the following documents:

	Letter of Invitation
	Terms Of Reference
	Instructions to Bidders
	Data Sheet
	Technical Proposal – Standard Forms
	Financial Proposal – Standard Forms
	Standard Form of Contract

TERMS OF REFERENCE

1.0 Introduction

Kenya Wildlife Services (KWS) is a state corporation mandated under the Wildlife Conservation and Management Act Cap 376 to conserve and manage the country's wildlife. KWS manages approximately 8% of the country's landmass comprising of 22 National Parks, 28 National Reserves and 5 National Sanctuaries. Also under KWS management are 4 marine National Parks and 6 Marine National Reserves at the coast. In addition, KWS manages 125 field stations outside protected areas.

MISSION

Sustainably conserve, manage, and enhance Kenya's wildlife, its habitats, and provide a wide range of public uses in collaboration with stakeholders for posterity.

VISION

Save the last great species and places
on earth for humanity

KWS as a national organization is engaged in a number of cross cutting sectors including:

- Tourism
- Conservation
- Community Development
- Security
- Education

The KWS website www.kws.go.ke was redesigned in 2007 to enhance its communications with the outside world. The site is maintained with in-house resources and through the website; KWS intends to achieve the following objectives:

- Market KWS products, including the use of virtual tours
- Provide information about parks, reserves, animals and KWS facilities/products

- Communicate about KWS
- Provide forum to receive feedback from clients
- Relevant E-Business that engages KWS with the public and stakeholders
- Education and Training of the KWS product portfolio
- Provide research & scientific information to the public
- Provide links to other conservation organizations/forums
- Provide news & updates on KWS activities and services

The current KWS website (www.kws.go.ke) requires extensive enhancement in order for it to effectively achieve the above goals hence the need for this tender.

KWS is therefore seeking a creative, qualified, experienced and professional consultant to redesign the current website to improve usability and appeal.

2. Problem Statement

The current KWS web presence that is not of current design architecture in appearance, structure and in the presentation of content. The aim of this tender is to re-engineer the site to better reflect the mission of the Service and incorporate the latest web technology. Upon completion of the development of the site KWS will assume full responsibility for the web site. A Service Level Agreement approach is however recommended as the best way forward in as far as maintenance of the same is concerned. All content, coding and graphics will become the sole property of the KWS.

Content Quality

- Site to deliver relevant, high quality content
- Attractive use of media
- Appropriate amount of information
- Timely and current information
- Consistent themes

Ease of Use

- Prioritize content
- Clear structure
- Navigation should be easy and logical

- Interactive forums
- Search capabilities

Business Processes

- Include online bookings and payments for defines services
- Include an online donations solution
- Include a Customer Service Feedback system
- Include Marketing promotions giving clear information of all the services being offered by KWS
- Include a content management system,

3.0 FUNCTIONAL & TECHNICAL SPECIFICATIONS

The existing website can be accessed at <http://www.kws.go.ke> which provides vast amount of information through various sections/ web pages.

Kenya Wildlife Service intends to rework the look of the current website to improve on user experience and importantly reflect the unique identity of our organization and enhance the various features to have a dynamic state-of-the-art web portal which would truly reflect and add value to the core business of conservation. The website should be elegant and uncluttered in look, and user friendly in its layout and content.

3.1 Scope of Work

The scope of work includes planning, requirement-gathering, design, development and testing, commissioning and migration of data from the existing site to the new portal where required.

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

- Conduct website needs assessment both at the user and organizational level
- Redesign of the existing website in terms of layout, look and feel, usability etc.
- Establish a Videos and podcast section within the website
- Establish Press and media section
- Design online forms for relevant activities
- Set up a user friendly blogging system
- Develop an online booking application system for KWS bandas and guesthouse facilities.
- Search engine optimization that will help with marketing and advertising for KWS

- Review scientific publications and newsletters
- Include customers ratings and reviews on specific contents
- Maps
- User training.
- Advertising corners where need be
- Any other element that shall be identified after the needs assessment is conducted.
- Enhance Search engine optimization.
- Compatibility with all popular browsers and ability to run on hand held mobile devices.

3.2 Technical Requirements: Analysis & System Design

- **Assess Viability of Business Requirements** – work with website project team to analyze business requirements and determine feasibility, priority, and fit with budget and timelines. Provide technical requirements document outlining which technologies will be used/procured, licensing or other costs, and timelines for delivery. Technical requirements must be reviewed & signed off by the project sponsor, before any work is to commence.
- **Business Process Mapping** – customize & configure new web/CMS system to match current workflows and business processes and where need be, offer professional advice on process re-engineering so as to achieve a robust and easy to load website that resonates to the organizational culture.
- **System Design** – build the web/CMS system to include all business & technical requirements; ensure clear communication, brand consistency & aesthetic appeal; provide exceptional usability & easy navigation; conduct usability testing; optimize pages for search engine indexing; integrate with web analytics systems (or build into new system), build and test all forms; and develop a secure section for customers to transact online.
- **Documentation & User Manual** – build a system administration and user manual to document how the system works, and provide reference material to internal system administrator and content managers.

- **Analysis & Recommendations** – Propose the best web content management tool for use, based on previous experience working with other clients.

3.2.1 Back-end Integration Services

- **Email Integration** – provide integration with the KWS email services to allow for real-time messages to be sent to website visitors, following the completion of forms or transactions. Notifications of website activity (leads) can be sent automatically to teams of interest and system administrators.
- **Web Analytics Integration** – integrate new website/CMS with existing Google web analytics systems to provide accurate reporting on website activity. The vendor may choose to use other web analytics so long as the objective is not lost.
- **Database Integration** – provide a connection between our back-end databases and front-end website. For example, a website visitor could register to receive our monthly newsletter and be added to our email marketing database. The system should enable Newsletters to be sent from the backend
- **Financial Systems Integration** – Enable online transactions to be recognized by our accounting system and generate a workflow for the finance/sales teams.
- **Integrate online payment solution** with existing online payment models like mpesa, visa, paypal etc for KWS services that will be of interest to KWS.

3.2.2 Search Engine Optimization

- **Search Engine Indexing** – submit our new website to Google, Yahoo!, Ask.com, and other popular search engines to ensure we are indexed.
- **Meta-Tags, Keywords, & Page Titles** – ensure that each web page has the appropriate page title, keywords, or any other meta-tags that are required.
- **Paid-Search Campaign Planning** – provide insight & advice for Google AdWords or other pay-per-click search engine marketing campaigns.
- **Natural Search Optimization** – test content structure, linking strategies, and sitemap to ensure consistent natural search engine page rankings. Follow Google's 'PageRank' methodology and Webmaster Guidelines to ensure best practices are followed. We expect to be found within the first 10 results.

3.3 Information Content

- The website portal will be hosted on the domain <http://www.kws.go.ke>
- In addition, information will be provided by KWS (Kenya Wildlife Service).

The consultant will be required to package the information in a user friendly format.

3.4 User Needs Assessment Workshop

- **Understand Business Goals & Objectives** - discussions with Senior Management to be in line with the goals & objectives for the website program. Develop internal alignment on role of website/CMS and identify any key risks.
- **Analysis of Current Web Systems & Processes** – workshops with department leaders to identify areas for systems & process improvement. Analyze gaps in capabilities and workflows to determine where automation can drive efficiencies. Discuss any new systems that should be added and the implications.
- **Develop Business Requirements** – based on business process analysis, work with key stakeholders to develop web requirements for marketing, sales, customer service, e-commerce, analytics, web management and other defined stake holders.

3.5 Website Features

- The portal should have a comprehensive content management system to support a variety of users ranging from Administrators to Guests. It should allow the administrator to create user roles and allow the setting up of access rights ranging from entire site to a specific page.
- It should provide for flexibility to modify the design when a major event has to be published.
- Design should be flexible to accommodate new/ additional pages.
- Design should allow changing the interface templates as and when required.
- The portal should be based on International standards like W3C standard for HTML, WAI etc.

- It should be compatible to various browsers including IE, Mozilla Firefox, Chrome, Opera etc. having in mind the right screen resolutions
- It should provide secure integration with payment gateway for online payment transactions involved in processes such as online donations
- Ability to use RSS feeds.
- The portal should allow users to share their views, feedback, solutions and suggestions online through the webmaster or other proposed flow, and also allow podcasts, webcasts and other wikis and forums.
- It should provide a search module for efficient information retrieval.
- The portal should have a direct mailing facility where mails could be sent to different contact persons.
- The portal should allow for creation of/linking to additional sub webpages for different parks and reserves etc as well as links of interest to KWS to other url links
- The portal should support Web 2.0 based tools such as RSS feeds, Blogs, Chats, Podcasts etc.
- The website should incorporate necessary security features against hacking and defacement.
- All logins and payments transaction must operate on secure protocols. It should provide support for website security audit.
- The portal should comply fully with the guidelines issued from time to time by the Government of Kenya
- The portal should be disabled-friendly, and should allow for features such as voice enabling and enhancement of font size.
- Both files and database should have a backup solution to ensure business continuity as well as data recovery planning.
- Different languages conversion

3.6 Software Technology

The entire portal should be based on Web 2.0 based CMS and preferably use Open Source Tools. The existing website is developed using openCMS and runs on Apache Tomcat server and Mysql as database. However, other Content Management Systems may be used and in this case the vendor should clearly show the migratory plan

3.7 Development Methodology

The development methodology should follow an iterative-prototype approach especially during early Design phase. Software development life cycle should be taken into account.

3.8 Hosting

The vendor is expected to retain the existing hosting platform and where the vendor may see the need to shift will be required to clearly state the reasons.

In that case the vendor may either host at its premises or can suggest a third party to provide hosting services.

However, it should be ensured that the party is competent enough to safeguard KWS (Kenya Wildlife Service) Website and provide robust security to maintain the site integrity and confidentiality. The other features which KWS (Kenya Wildlife Service) would prefer to have in the host provider are:

- Be highly reliable with at least 99.5% service up time.
- Have been providing their services for at least five years.
- Have adequate Disaster Recovery facilities
- Ensure that security patches are regularly installed in their software and provide proactive defense against malware and other cyber attacks
- Provides Secure Sockets Layer (SSL) encryption during payment transaction and user login.
- Pro-actively monitor and maintain services to maximum server performance and up time.
- Confidentiality of files is assured.
- Provide clear and proper billing.
- Safeguard privacy by not sharing, renting or selling its information.
- Ensure that the data is hosted in a country where the host country does not have a right of the data hosted in its state, but is restricted to the client. (Legal implication of hosting in some countries they have express access to data hosted in its country is not allowed)
- Promptly inform Kenya Wildlife Service about any changes their plan.

Kenya Wildlife Service reserves the right to host the Portal or any other server. In such a case, the vendor will be required to provide all other services as mentioned in this document on the server as chosen by Kenya Wildlife Service.

3.9 Content Management System Training

- **User Navigation Training** – provide role specific scenario-based training for KWS Senior Management to ensure they are comfortable navigating through the new website.
- **System Administrator Training** – ensure internal system administrator is fully comfortable managing website/CMS system on a day-to-day basis.
- **Content Management Training** – provide training for content managers such as Corporate Communications, Research, Marketing, Business Development, and Customer Service, web administration (others may be identified during the project) who will be adding content to the website on a consistent basis. Provide simple mechanism for uploading/updating new content, including copy, images, forms, documents, or other materials.

3.10 Design and Layout

The consultant is expected to develop and present sample designs to the project team. The designs should be in line with KWS corporate brand, a neat, uncluttered look and a user-friendly, easy-to-navigate layout. The website should have ‘look and feel’ as may be required by KWS. The process of design and layout should take into account:

- Collection of data and editing as appropriate
 - Review of existing literature and collection and compilation of the images
- Preparation of data for web delivery
 - This is to involve scanning of hardcopy material and photos, digitizing and conversion of material into appropriate formats.
- Quality Control of Content
 - Review for accuracy and determination of ownership/copyright of all data/information or pictures.
- Creation of Graphics and Navigation Designs
Before any web authoring is undertaken, sample designs and navigation systems shall have to be prepared, reviewed and approved.

3.10.1 Users of the Website / Target Audience

The envisioned Website will cater for the needs of the following groups among others;

1. Local and International Tourists
2. Research Community
3. Local and International Media

4. Educational Institutions and Students
5. Philanthropists
6. Conservation and Tourism Stakeholders

Tentative Sitemap

Available at www.kws.go.ke

INSTRUCTION TO BIDDERS

4.0 General Terms and Conditions

4.1 Scope

The Invitation to Bid (RFP) document is for **Re-Design and Development of KWS Website** as specified in the data sheet. Consultants must comply fully with the requirements set out in this document.

4.2 Eligibility

Participation in this tender process is through public bidding to duly registered youth and disadvantage group. Kenya on equal terms, subject to the restrictions and conditions outlined below.

4.2.1 Restrictions

Organizations or individuals who are prohibited from participation or who may have been suspended by KWS, on grounds of incompetence or “non delivery” of services will not be considered.

If the information provided by the bidder to support an application, especially regarding past performance and references is falsified, such application will be disqualified from consideration.

Any organization in which KWS or any of its’ employees is involved or have ownership, directorship or vested interests, shall not be allowed to propose, submit bids or participate in any way.

Organizations or individuals may be excluded from the evaluation and award of contract if they;

- a. Are bankrupt, or are being wound up, or whose affairs are being administered by court, or who have entered into an arrangement with creditors, or who have

- suspended business activities or who are subject to an injunction against running business by a court of law;
- b. Are subject of proceedings for declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of an arrangement with creditors, or of any other similar proceedings;
 - c. Have been convicted of an offence concerning their professional conduct by a court of law, or found guilty of grave professional misconduct; and
 - d. Have not fulfilled obligations relating to payments of taxes or statutory contributions.

All bidders/ consultants are required to sign the bidders Declaration contained in Appendix 9

4.3 Conflict of Interest

Conflict of interest is described as;

- 1. Any event(s) influencing the capacity of a candidate, bidder or contractor to give an objective and impartial professional opinion, or preventing him at any moment, from giving priority to the interests of KWS.
- 2. Receipt or granting of any consideration relating to possible contracts in the future or conflict with other commitments, past, present, of a candidate, bidder or contractor, or any conflict with their own interests.

These restrictions also apply to subcontractors and employees of the candidate, bidder or contractor.

4.4 Request for Clarification

Any request for clarification must be received by KWS- Supply Chain Management in writing as specified in the data sheet (clause 1.3). If KWS either on its own initiative or in or in response to a request from a bidder provides additional information on the proposal document, such information will be sent in writing to all bidders.

4.5 Amendment of RFP Documents

At any time prior to the deadline for submission of proposals, KWS, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder may modify the RFP documents by amendment.

All prospective bidders will be notified of the amendment in writing and it will be binding on them. KWS may, at its discretion, extend the deadline, if deemed necessary to allow bidders reasonable time to take the amendment into account.

4.6 Preparation of Proposals

4.6.1 Language

The proposal and all correspondence and documents, related to the proposal and exchanged by the bidder and KWS, must be written in the English Language.

4.6.2 Technical proposal

As specified in the forms for proposals of the technical proposal shall provide the following information

- a) a brief description of the bidders organization, legal status (i.e. partnership, sole proprietorship, limited liability company etc) presented in the format specified in the Bidding Entity Profile Format (Appendix 2);
- b) An outline of the recent experience on assignments of a similar nature in the past three years, and in particular an indication of at least four (4) previous successful projects for leading organizations in their respective business or commitment lines that included the functionalities requested in the RFP, details of current work on hand and other contractual commitments Experience Sheet format (Appendix 3). The bidder must submit names and contacts of persons whose such projects have been completed. The bidder will be required to demonstrate such previous undertakings by way of letters of recommendations by the contact person of such organizations;
- c) Any comments or suggestions of the bidder on the Terms of Reference
- d) A description of the approach and detailed methodology proposed for undertaking the assignment including detailed concept brief and proposed campaign strategy and presentation.
- e) A schedule of the proposed staff team by specialization, the proposed assignment of tasks for each staff member and their timing;
- f) Detailed CV's duly signed by the proposed professional staff, and the authorized representative submitting the proposal (in the format specified in curriculum Vitae format (Appendix 5); and
- g) An activity schedule indicating detailed tasks allocated to the proposed team members in line with the approach and detailed methodology. This should also

detail estimates of the total staff input (professional and support staff time) needed to carry out the assignment.

Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

The technical proposal **must not** include any financial information. Financial proposals **must be submitted in a separate sealed envelope**. The envelope containing technical proposals **must not** contain any financial proposal or financial information.

4.6.3 Financial proposal

The bidder must specify the estimated total costs for the assignment specified as fees per day for each staff category. A table indicating the detailed tasks for each team member as proposed in the Technical Proposal (Section 4.6.2 (g) above), the number of estimated input days for each proposed team member and the resultant fee rate and total must be provided in the financial proposal.

Reimbursable costs must be specified and detailed separately. Other costs must be included as fees Financial Proposal Format (Appendix 8).

4.6.3.1 Currency Proposal

All proposals must be presented in **Kenya Shillings**. The applicable rate of exchange for use by the bidders must be the **CURRENT** mean rates of exchange to the Dollar as published by the Central Bank of Kenya and available from the Central Bank of Kenya or at their website at www.centralbank.go.ke.

Any resultant contract will be placed in the currency of the proposal and bidders will not be allowed to amend the currency of the proposal once it has been submitted.

4.6.3.2 Applicable taxes

- **VAT**

All fees and costs must be stated, inclusive of any taxes.

4.6.4 Proposal Validity

Bidders shall be bound by their proposals for a period of 90 days from the deadline of the submission of proposal. In exceptional cases and prior to the expiry of the original proposals validity period, KWS may ask the bidders in writing to extend this period. Bidders agree to do so will not be permitted to modify their proposals. If they refuse, their participation in the proposal procedure will be terminated, the successful bidder will be bound by this proposal for a further period of 60 days following receipt of the notification that he has been selected. Notification of selection does not imply any form of contracting on the part of KWS. All dealings after this notification and prior to negotiation, final agreement and execution of contract are on "subject to contract" basis.

4.6.5 Format and Signature of Proposal

Bidders shall prepare one original (marked "**ORIGINAL**") and the number of copies (marked "**COPY**") specified in the Data Sheet. The original and all copies of the proposal shall be typed or written in indelible ink and signed by an authorized signatory on behalf of the bidder. Any alterations or erasures shall only be valid if initialed by the person signing the proposal, or their authorized representative.

4.6.6 Proposal Pricing

Bidders will be deemed to have satisfied themselves, before submitting their proposal, as to its correctness and completeness and to have taken account of all that is required for the full and proper performance of the contract and to have included all costs in the rates and prices.

4.6.7 Cost of Proposals

All costs incurred by bidders in preparing and submitting the proposal, or in any mobilization before the execution of a valid contract are not reimbursable or recoverable in any manner.

4.6.8 Submission and Opening of Proposals

4.6.8.1 Date for Submission of Proposals

Proposals **must** be received by KWS at the place, time and date specified in the Data Sheet.

Proposals or bids received after the date and time specified shall not be accepted under any circumstances

4.6.8.2 Late Submission of Proposals

Any proposal received after the deadline for the submission of proposals will be rejected by KWS and returned unopened to the bidder or their representatives. No liability can be accepted for late delivery of tenders.

4.6.9 Submission and Sealing of Proposals

Bidders must submit their proposals by hand and deposited in the tender box at the address indicated in the Data Sheet, the number of copies required is specified in the data Sheet. The original and the copies of the proposals must be sealed in separate envelopes and marked "original" and "copy" and these envelopes enclosed in one single envelope. The inner and outer envelopes shall be addressed to KWS and shall bear the name and address of the bidder, the proposal reference and a warning not to open before the date and time specified.

4.6.10 Ownership of Proposals

KWS retains ownership of all proposals received and bidders have no right to have their proposals returned, unless the proposal was received after the deadline for submission of proposals.

4.6.11 Modification and Withdrawal of Proposals

A bidder may modify or withdraw its proposal after proposal submission provided that written notice of the modification, including substitution or withdrawal of the proposal, is received by KWS prior to the required deadline for submission of proposals. A withdrawal notice may also be sent by fax, but must be followed by a signed confirmation copy, postmarked not later than the deadline for submission of proposals.

No proposal may be modified after the deadline for submission of proposals. No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the bidder on the Form of Proposal.

4.6.12 Joint Venture or Consortium

If a bidder is a joint venture or consortium of two or more persons, the proposal must be single with the object of securing a single contract, each person will be jointly and severally liable for the proposal and any resulting contract. A representative must be designated to act as lead partner with authority to bind the joint venture or consortium.

The composition of the joint venture or consortium must not be altered without the prior consent in writing by KWS.

The proposal may be signed by the representative of the joint venture or consortium only if he has been expressly so authorized in writing by the members of the joint venture or consortium. All signatures to the authorizing instrument must be certified in accordance with the applicable laws and regulations to each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the proposal are empowered to enter into commitments on behalf of the members of the joint venture or consortium.

Each member of such joint venture or consortium must provide the proof required under eligibility as if it, itself, were the bidder.

4.6.13 Proposal Opening

The proposals will be opened at the time and date specified in the Proposal Data Sheet (Clause 3.4), by the committee appointed for the purpose, to determine whether the proposals contain all of the required documents and have been properly signed. Any envelopes marked "Withdrawal" or received after the deadline shall not be opened but shall be returned to the bidder(s).

4.7 Evaluation of Proposals

4.7.10 Clarification of Proposals

To assist in the examination, evaluation, comparison and post-qualification of the proposals, bidders may be required, at the sole written request of the evaluation committee through KWS, to provide clarifications within 48 hours.

4.7.11 Confidentiality

After the public opening of the proposals, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed.

4.7.12 Undue Influence or Corrupt Practice

Any attempt by a bidder to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of proposals, to obtain information on how the procedure is progressing or to influence KWS in its decision concerning the award of the contract, will result in the immediate rejection of its proposal.

4.7.13 Acceptance of Any Proposal or Rejection of Any or All Proposals

KWS reserves the right to accept or reject any proposal and to annul the proposal process and reject all proposals at any time prior to contract award without incurring any liability to bidders. In this event all bidders will be notified by KWS.

4.7.14 Responsiveness of Proposals

A substantially responsive proposal is one that confirms in all respects to all the terms, conditions and specifications of the RFP documents without material deviation. If a proposal is not materially responsive it will be rejected and cannot subsequently be made responsive by correction.

For purposes of this document, a material deviation, reservation or omission shall be construed to be one

- (i) that affects in a substantial way, the scope, quality or performance of the consultancy service ,
- (ii) Which limits in any substantial way the rights and obligations under the contract, or
- (iii) Which the rectification of, would affect unfairly the competitive position of the other applications.

The evaluation panel may waive any minor informality, non-conformity or irregularity, provided that such waiver does not prejudice or affect the relative ranking of any application.

4.8 Evaluation of Proposals

The proposals will be examined to confirm that all documents and technical and supporting information required has been provided and the proposal is complete.

Each proposal that has been determined as substantially responsive will be evaluated in accordance with set criterion, taking into account any price adjustments arising from corrections or discounts.

Quality and Cost Based Selection (QCBS) method shall be applied in the final analysis of the proposals.

4.8.1 Technical evaluation

The proposals will be examined to determine acceptance of all the terms and conditions specified in the RFP document by the bidder, without any material deviation. The

technical aspects will be evaluated to determine full compliance with the requirements, specified in this RFP

If, after examination of the terms and conditions and the technical evaluation, the proposal is determined not to be substantially responsive, it will be rejected.

4.8.2 Evaluation of Proposals

Each proposal, that has been determined as substantially responsive, will be evaluated in accordance with a set criterion, taking into account any price adjustments arising from corrections and discounts.

4.8.3 Post-qualification of the Bidder

KWS will determine to its satisfaction whether the bidder selected is qualified to [perform the contract satisfactorily by examining the documentary evidence of the selected bidder's qualifications, as indicated in the Data Sheet.

4.9 Award of Contract

4.9.1 Notification of Award

Prior to the expiration of the proposal validity period, KWS shall notify the successful bidder in writing that, its proposal is successful, "subject to contract" and has been accepted. Unsuccessful bidders shall only be notified of the status of their bids.

4.9.2 Award of Contract

The bidder with the highest total weighted score as outlined in Clause 4.2 of the Data Sheet shall be notified as being the successful bidder and invited to enter into negotiations with the aim of reaching final agreement and execution of a contract. Prior to such execution of a contract, all dealings will be on a subject to contract basis" and no binding commitment will arise on KWS part.

4.9.2.1 Signature of the Contract

After notification of award, KWS will send the successful bidder, the draft Contract and any Standard/Special Conditions. The bidder shall sign and return these within a specified time period.

4.10 Ownership and copyright

Copyright on all designs, materials, data, documents and reports produced, as part of this project will belong to KWS.

DATA SHEET

Clause Ref:	1. General
1.1	<ol style="list-style-type: none"> 1 Name of Client: The procuring entity is KWS, 2 Recipient: The services shall be delivered to the KWS. 3 Method of Selection: Quality of Cost Based Selection (QCBS)
1.2	The name and reference number of the Invitation to Bid is: Tender No: KWS/RFP/MBD/28/2013-2014
1.3	<p>Clarifications</p> <ol style="list-style-type: none"> 1. Requests for clarification quoting the tender number and title must be received by 12:00 pm East African time on 18/10/2013. Clarification requests received after this date and time shall not be responded to. Responses to queries are expected to have been sent out to all bidders by 23/10/2013. 2. Clarifications on any aspect of this RFP including the detailed terms of reference must be addressed and submitted to the KWS- Supply Chain Management Department on official letterhead only by fax, registered mail or hand delivered to the address and contacts below. 3. The address and contact for submitting proposals and requesting clarifications is as follows: <div style="text-align: center; margin-top: 20px;"> <p>The Director</p> <p>Kenya Wildlife Service</p> <p>P O Box 40241</p> <p>Nairobi, Kenya</p> <p>Fax: +254 20 603792</p> </div>
	2.0 Preparation of Proposals
2.1	The currency specified for this proposal is Kenya Shillings.
2.2	The proposal(s) must remain valid for 90 days from date of submission.

2.3	The bidder shall submit one (1) original and one (1) copy of its proposal.
	3.0 Submission of Proposals
3.1	Proposals must be received and deposited in the tender box before 12.00 noon East African Time (GMT +3) on 29/10/2013 at the address indicated in 1.3 above.
3.2	<p>Bidders must submit the original and a copy of the technical Proposal as well as the original of the Financial Proposal and 1 copy. In both cases the proposals must be printed in indelible ink and neatly bound. The original must be clearly marked "Original" and copy marked clearly as "Copy".</p> <p>The Technical and Financial Proposals must be separately sealed in two separate envelopes, clearly marked "Technical Proposal" and "Financial Proposal". The two separate envelopes must be enclosed in a single outer envelope, which shall bear the name and address of the bidder, the proposal title and reference number (as per clause 1.2 above) and labeled "not to be open except in the presence of the Tender Opening Committee."</p>
3.3	Submission of proposals by electronic mail or facsimile is <u>not</u> allowed.
3.4	<p>Opening of technical and financial proposals</p> <ol style="list-style-type: none"> 1. Opening of the technical proposal shall be undertaken immediately following the proposals submission. Bidders or their authorized representatives are allowed to attend and observe the technical proposal opening if they so choose. The bidders' or their representatives shall sign a register of attendance. 2. The bidders' names and the presence or absence of Bidder's Declaration, Integrity Pact and other such details as the KWS, at its discretion, may consider appropriate will be announced at the opening. 3. The opening of financial proposals shall be undertaken only for bidders whose technical proposals meet the minimum technical score as detailed in clause 4.2 below. 4. Bidders who do not meet the minimum technical score shall not proceed to the financial evaluation stage and shall have their unopened financial proposals returned to them.
	4.0 Evaluation and comparison of Proposals
4.1	Currency: The currency for evaluation process will be Kenya Shillings

Proposal evaluation and criteria and process

In assessing the proposals submitted, the tender committee will carry out a three-stage Quality and cost-Based Selection process as follows:

1. Technical evaluation

- (a) The technical evaluation will be based on a scoring system marked out of a maximum of 100 marks. Only proposals that score at least 70 marks in this technical evaluation will be deemed to be “technically responsive” and eligible for Stage 2. Marks will be awarded according to the following matrix:

Item	Criterion Total
1. Company profile <ul style="list-style-type: none"> Ownership – Preference is for a ltd company with the Directors listed (3Marks) 	5
2. Understanding & Interpretation of the Terms of Reference	5
3. Capacity <ul style="list-style-type: none"> Bidding firm’s experience in similar assignments at least five(5)projects – (proof of assignment by attachment of contracts or LPO) 5 mks. Qualification and relevant experience <ul style="list-style-type: none"> Team leader –evidence of a team leader/ project manager (5 mks) 3 other Team members -5 mks 	15
4. Methodology, Approach Detailed design concept and presentation including: - <ul style="list-style-type: none"> Clear design and content layout, instant and powerful brand recognition (15 	65

<p>Marks)</p> <ul style="list-style-type: none"> • Clear content navigation that simplifies access to key content on the website across different key pages and devices(10 Marks) • Demonstrate how the site will allow for users from different regions/language options (Official UN Languages) (5 Marks) • Demonstrate how interactive maps/content will be used in line with the proposed website design (10 Marks) • A Content Management System that allows for content management in-house (10 Marks) • Demonstrate how the site will incorporate online payment transaction system and facility for online reservations (5 Mks) • Other proposed creative elements that would see us meet our objective (10Marks) 		
<p>5. Work plan and Work schedule – Detailed project plan showing allocation of time and resources</p>	10	
<p>Total technical score</p>	100	

2. Financial evaluation

The financial evaluation will allocate the least-cost, qualified bidder (i.e. the bidder with the lowest cost quotation among those who attain a score of at least 70 marks in the overall technical evaluation) with a maximum financial score of 30 marks. Other qualifying bidders will then have their financial scores reduced in proportion to their excess over minimum qualifying cost quotation.

The formula

$$P_c = \frac{L_p}{P} \times 30$$

shall be used where:

P = Price

P_c = Percentage allocated

L_p = Lowest price quoted

3. Total proposal score

A total proposal score will then be ascribed to each qualifying bidder, as the sum of:

- Technical score; and
- Financial score as calculated above.

Finally, bidders will be ranked by total proposal score and the highest scoring bidder overall will be selected as the successful bidder. Where, the highest scoring bidder is unable to confirm availability for the work, the next highest combined scoring bidder will be selected as the successful bidder.

5.0 REQUIRED DOCUMENTATION

5.1 Mandatory Documents

Bidders will be required to submit copies of the following:

- (1) Certificate of Incorporation or Business Registration Certificate
- (2) Valid Tax compliance Certificate
- (3) Registration certificate as a disadvantage group from the National/County Treasury.

5.2 Technical Documentation

Bidders will be expected to submit information that addresses the areas contained in the below table:

Company Details
Company Profile <ul style="list-style-type: none"> • Ownership • Financial Performance:-Profitability Index & Liquidity Ratio
Capacity to provide the services <p>a) Experience</p> <ul style="list-style-type: none"> • Firms are expected to demonstrate adequate experience in providing similar services to those described. • By way of submitting copies of signed contracts or LPO or project completion certificates, firms should provide proof of performance of at least five (5) similar contracts with performed within the past ten years. <p>b) Qualification and experience of key Staff</p> <ul style="list-style-type: none"> • Firms should demonstrate capacity of staff to handle the project. <ul style="list-style-type: none"> -Team leader -Other team members • Firms are expected to have a qualified and experienced team to undertake the project. Firms should provide CVs (in the format provided in the tender document) for the project team. Also provide copies of certificates and testimonials for the project team.
Understanding & Interpretation of TORs <p>Firms are expected to demonstrate an understanding of the services</p>
Methodology & Approach <p>Firms are expected to provide a description of the approach and detailed methodology proposed for undertaking the assignment including detailed design concept, shortlisted Firms will be required to present their concepts to the Evaluation team.</p> <p>Methodology will include but not limited to, a detailed description of the proposed design and approach for developing the website including clear design and content layout, clear content navigation. Demonstrate how the design will incorporate the different facets of Kenya Wildlife Service.</p>
Work plan and work schedule

Firms should provide detailed work plan outlining the specific tasks, frequency of tasks, time required, and manpower and equipment requirements. The schedule so provided will indicate how the firm intends to deploy his staff and equipment throughout the contract period.

While a clear identification of operational areas, nature of tasks and frequency of operation will provide an indication of how well the specifications and desirable standards of service will be attained.

6.0 PROPOSAL STANDARD FORMS

These forms shall include;

- i. Proposal Submission Form
- ii. Bidding Entity Profile Format
- iii. Experience Sheet format
- iv. A schedule of the proposed staff and Task Assignment
- v. Curriculum Vitae format
- vi. Suggestions on the Terms of Reference.
- vii. Methodology and work plan for performing the assignment
- viii. Financial Proposal Format
- ix. Bidder Declaration
- x. Tender – Securing Declaration
- xi. Performance Bank Guarantee

PROPOSAL SUBMISSION FORM

Date _____
Tender No. _____

Director,
Kenya Wildlife Service,
P.O Box 40241 00100 Nairobi

Dear Sir,

Having examined the RFP documents including Addenda, which is hereby duly acknowledged, we, the undersigned wish to submit our proposal for consideration for award of a contract for consultancy service to undertake a customer satisfaction Survey in conformity with the said RFP documents and subject to contract.

We agree to abide by this Tender for a period of **90** days from the date fixed for tender opening of the Instructions to proponents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this		Day of		2012
Signed		Name		DIRECTOR
Duly authorized to sign tender for and on behalf of				

BIDDING ENTITY PROFILE FORMAT

Part 1 General Profile: Business name. Location of Business Postal Address.....Tel. No.....Fax..... Email..... Nature of Business..... Registration Certificate No.....																						
Part 2 a – Sole Proprietorship Full name Age Nationality Citizenship																						
Part 2 b – Partnership <table><thead><tr><th></th><th>Name</th><th>Nationality</th><th>Citizenship</th></tr></thead><tbody><tr><td></td><td>shares (%)</td><td></td><td></td></tr><tr><td>1.</td><td>.....</td><td></td><td></td></tr><tr><td>2.</td><td>.....</td><td></td><td></td></tr><tr><td>3.</td><td>.....</td><td></td><td></td></tr></tbody></table>				Name	Nationality	Citizenship		shares (%)			1.			2.			3.		
	Name	Nationality	Citizenship																			
	shares (%)																					
1.																					
2.																					
3.																					
Part 2 C – Registered Company Private Company Public Company Give details of all director as follows: <table><thead><tr><th></th><th>Name</th><th>Nationality</th><th>Citizenship</th></tr></thead><tbody><tr><td></td><td>shares (%)</td><td></td><td></td></tr><tr><td>1.</td><td>.....</td><td></td><td></td></tr><tr><td>2.</td><td>.....</td><td></td><td></td></tr></tbody></table>				Name	Nationality	Citizenship		shares (%)			1.			2.						
	Name	Nationality	Citizenship																			
	shares (%)																					
1.																					
2.																					

EXPERIENCE SHEET FORMAT

Assignment/ Project Title				
Name of Client & country	No. of Staff Provided	Overall Project Value (Kshs.)	Name of Associate firms	Period of assignment
Summary Description of Project:				
Details of Services provided:				
Name of Key team members and positions:				
Name	Position	Responsibilities:		

Client references (contact person, position, physical address, telephone, fax & email)

Name	
Position	
Physical Address	
Fax	
E-mail	

Complete one form for each consultancy undertaken in the last three years

SCHEDULE OF THE PROPOSED STAFF AND TASK ASSIGNMENT

Lead Consultant

Name	Key Qualifications

Key Technical Staff

Name	Key Qualifications	Task/Position

Auxiliary Technical Staff

Name	Key Qualifications	Task/Position

CURRICULUM VITAE FORMAT

Name of Firm:	
Name of Staff:	
Profession:	
Date of Birth:	
Years with Firm/Entity:	Nationality
Membership in Professional Societies:	

Detailed Tasks Assigned:

Key Qualifications:

Education:

Institution:

Year:

Course:

Employment Record:

Summary of relevant Experience to this assignment:

Language proficiency:

Language	Speaking	Reading	Writing
English			
Kiswahili			

Certification:

I, the undersigned, certify that these data correctly describe my qualifications, my experience, and me and conform my availability for the proposed position should the Consultant be offered the assignment. I declare that I am not affected by any potential conflict of interest and have no particular link with other bidders or parties involved in the project.

[Signature of staff member]

Date:

*[Signature of authorized representative of the
firm]*

Date:

Full Name of Staff Member:

Full Name of authorized representative:

To be completed for each Key technical staff member

SUGGESTIONS ON THE TERMS OF REFERENCE

(i) COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services and facilities to be provided by the Client:

1.

2.

3.

4.

5.

(ii) **DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

1.0 Survey Designs and Theoretical approach:

Secondary Data Collection:

Primary Data Collection Methodology

- Sample design
- Survey instrumentation

Data analysis and presentation

Work Plan

Task	Time/Duration (Weeks/Days)											
	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th

Reports	Date due
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report (c) Draft Report	
3. Final Report	

FINANCIAL PROPOSALS FORMAT

D1: Summary of costs

	Kshs.
Fees (insert total from D2 below)	
Reimbursables (Insert total from D3 below)	
TOTAL	

D.2 Key Activity Fees Breakdown

Activity	Professional Fee					Reimbursable Costs			
	Summary of Tasks assigned	No. of Man Days	Unit rate per man Kshs	Total Cost	Cost item	Units	Rate	Total Cost	
					<ul style="list-style-type: none">Insert cost itemInsert cost item				
			Sub Total (D1)				Sub Total (D2)		

BIDDER DECLARATION

We/I the undersigned....., in the capacity of.....for [*name of the company/firm/individual*] certify that the bidder is not in any of the following situations;

1. Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings
2. Payments to us have been suspended in accordance with the judgment of a court other than judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose of our property;
3. Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
4. Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
5. Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
6. Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded;
7. Are in breach of contract on another contract with the government of Kenya or other local or international contracting authority or foreign government.
8. Are convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct; and
9. Is in default of obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of situation.

Names in Full [.....]

Duly authorized to sign this bid on behalf of (bidder's name):

[.....]

Place and date: [.....]

Stamp of the firm/ company:

TENDER – SECURING DECLARATION FORM

(The bidder shall complete in this form in accordance with the instructions indicate)

Date.....

Tender No.....

To The Director, Kenya Wildlife Service Po box 40241.00100, Nairobi

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time

Of.....starting on.....if we are in breach of our:-

2. have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity.

- (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the ITT;

3. We understand that this Bid Securing Declaration shall expire if we are not the

Successful Bidder, upon the earlier of

- (a) Our receipt of a copy of your notification of the name of the successful Bidder; or
 - (b) Twenty-eight days after the expiration of our Tender. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signedin the capacity of.....

Name

Duly authorized to sign the bid for and on behalf of.....

Dated on.....day of

PERFORMANCE BANK GUARANTEE

To: _____(Name of Employer) _____(Date)
_____(Address of Employer)

Dear Sir,

WHEREAS _____(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Works");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (*amount of Guarantee in figures*) Kenya Shillings _____ (*amount of Guarantee in words*), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings _____ (*amount of Guarantee in words*) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee shall be valid until the date of issue of the Certificate of practical Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

I. BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ *[name of Employer]* _____ *(Date)*
_____ *[address of Employer]*

Gentlemen,

Ref: _____ *[name of Contract]*

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We, _____ *[name and Address of Contractor]* (hereinafter called "the Contractor") shall deposit with _____ *[name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs. _____ *[amount of Guarantee in figures]* Kenya Shillings _____ *[amount of Guarantee in words]*.

We, _____ *[bank or financial institution]*, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not

exceeding Kshs_____ [*amount of Guarantee in figures*] Kenya Shillings
_____ [*amount of Guarantee in words*], such amount
to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between _____ [*name of Employer*] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the
advance payment under the Contract until

_____ (*name of Employer*) receives full payment of the same
amount from the Contract.

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature: _____

Date: _____