



**EPC/PRO/RFP/009/2016-2017**

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**REQUEST FOR PROPOSAL  
FOR DEVELOPMENT  
OF  
SME WEBSITES**

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**OCTOBER, 2016**

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## **I. INTRODUCTION**

1. This Standard Request for Proposal (RFP) Consultancy and Design has been prepared for use by public entities in Kenya. It has been found necessary for selection of Consultancy and Designers for small assignments as required by the Standard Request for Proposals Regulations.
2. This Standard Request for Proposal Consultancy and Design shall be used for such assignments by all procuring entities.
3. The general conditions of contract in the document should not be modified and instead the special conditions of the contract may where necessary be modified by the Procuring Entity, for use, to reflect the unique circumstances of the particular assignment.

Dear Sir/Madam,

**RE: REQUEST FOR DEVELOPMENT OF SMEs WEBSITES**

The Export Promotion Council (EPC) invites quotations for Development of SMEs Websites. More details of the required services are provided in the Request for Proposal.

1.1 The Request for Proposal (RFP) includes the following documents:

Section I - Letter of Invitation

Section II - Information to Candidates

Section III - Terms of Reference

Section IV - Financial & Technical Quotation

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1.2 On receipt of this SRP (Consultancy and Design) please prepare a quotation as required and return before the date and time indicated in the document.

Attached are the details to guide your quotation.

Yours faithfully,

**Ruth Mwaniki**  
**CHIEF EXECUTIVE**

## **SECTION II: INFORMATION TO CANDIDATES**

### **2.1 Introduction**

- 2.1.1 The Export Promotion Council will select a candidate among those invited to submit in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The candidates are invited to submit a technical quotation and a financial quotation for services required for the assignment stated in the advertisement.
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees will have been approved by a relevant authority, a technical quotation only may be invited and submitted by the candidate. In such a case the highest ranked candidate in the technical quotations shall be invited to negotiate a contract on the basis of the set scale of fees. The technical quotations will be the basis for contract negotiations and ultimately for a signed contract with the selected candidate.
- 2.1.4 The candidates must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their quotations. To obtain adequate information on the assignment and on the local conditions, candidates are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a quotation.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the candidate to carry out the assignment.
- 2.1.6 The cost of preparing the quotation and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the quotations submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

### **2.2 Clarification and amendment to the RFP documents**

- 2.2.1 Candidates may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the quotations. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all candidates invited to submit quotations.
- 2.2.2 At any time before the deadline for submission of the quotations, the procuring entity may for any reason, either at its own initiative or in response to a clarification requested by any candidate amend the RFP. Any amendment shall be issued in writing, fax or email to all invited candidates and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the quotations.

## **2.3 Preparation of Quotations**

- 2.3.1 The individual quotation shall be written in the English language.
- 2.3.2 In preparing the quotation, the candidates are expected to examine the documents comprising the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a quotation.
- 2.3.3 While preparing the quotation, the candidate must give particular attention to the following:
- (a) If a candidate considers that he does not have all the expertise required for the assignment he may suggest in the quotations other person(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. A candidate will not propose other candidates invited to submit quotations for the assignment. Any candidate in contravention of this requirement shall automatically be disqualified.
  - (b) The curriculum vitae (CV) and copies of academic and professional certificates of the staff proposed must be submitted with the quotation.
- 2.3.4 The technical quotation shall provide the following information:
- (a) The relevant staff listing and a brief of any recent experience of assignment of a similar nature.
  - (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
  - (c) A description of the methodology and work plan for performing the proposed assignment.
  - (d) Any additional information requested in the special conditions of contract.

## **2.4 Financial Quotation**

- 2.4.1 In preparing the financial quotation, the candidate is expected to take into account the time required in completing the assignment as outlined in the RFP. The financial quotation will be quoted for the entire assignment. The financial quotation may also include other costs as necessary, which will be considered as reimbursable. It will then give the total cost of the assignment.
- 2.4.2 The financial quotation should include the payable taxes.
- 2.4.3 The fees shall be expressed in Kenya Shillings.
- 2.4.4 The financial quotation must remain valid for 120 days after the submission date. During this period the candidate is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the quotation, the candidates who do not agree, have the right not to extend the validity of their quotations.

## **2.5 Submission, Receipt and Opening of Quotations**

- 2.5.1 The quotation containing technical and financial information shall be prepared in indelible ink. They shall contain no interlineations or overwriting, except as

necessary to correct errors made by the candidates. Any such corrections must be initialled by the candidate.

- 2.5.2 For each quotation the candidates shall prepare the quotations in the number of copies indicated in the special conditions of contract. Each quotation shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the quotation, the original shall govern.

The completed quotation must be delivered in plain sealed envelopes clearly marked "**REF: EPC/PRO/RFP/009/2016-17 - DEVELOPMENT OF SME WEBSITES**" should be addressed and delivered to:

The Chief Executive  
Export Promotion Council  
16<sup>TH</sup> Floor, Anniversary Towers, University Way  
P.O. Box 40247-00250  
**NAIROBI**

so as to be received on or before **23rd November, 2016 at 12 Noon.**

- 2.5.4 Any quotations received later than the closing date and time for submission of quotations shall be rejected and returned to the candidate unopened. For this purpose the inner envelope containing the quotations will bear the address of the candidate submitting the quotations.
- 2.5.5 After the deadline for submission of quotations the outer envelope and the technical quotations shall be opened immediately by the opening committee. The financial quotations shall be marked with the candidates number allocated at the time of opening the outer envelope and the technical quotations but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening it.

## **2.6 Evaluation of the Quotations**

- 2.6.1 From the time the quotations are opened to the time of the contract award, any candidate wishing to contact the procuring entity on any matter relating to the quotation should do so in writing at the address indicated in the appendix to the instructions to candidates. Any effort by any candidate to influence the procuring entity's staff in the evaluation of quotation, companion quotations or awards of contract may result in the rejection of the candidate quotation.

## **2.7 Evaluation of Technical Quotations**

The evaluation committee appointed by the procuring entity to evaluate the quotations shall carry out the evaluation of technical quotations.

- 2.7.1 Any quotation which will be examined and found not to comply with all the requirements for submission of the quotations will be declared non responsive. All the quotations found to have complied with all the requirements for submission of quotation shall be declared responsive by the evaluation committee.

2.7.2 Each responsive quotation will be given a technical score (ST). Any technical quotation which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation.

2.7.3 The technical evaluation may be simplified where the assignment is not complex in which case merit points will not be used.

## **2.8 Evaluation of Financial Quotation**

2.8.2 The financial quotations shall be opened by the procuring entity in the presence of the candidates who choose to attend the opening. The name of the candidate, the technical score or the technical evaluation result and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial quotation.

2.8.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$$Sf = 250 \times fm/f \text{ where}$$

Sf is the financial score

fm is the lowest fees quoted and

f is the fees of the quotation under consideration

The lowest fees quoted will be allocated the maximum score of 250.

2.8.4 The candidates quotations will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the candidates. Unless otherwise stated in the instructions to candidates the formula for the combined scores shall be as follows:

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

T is the weight given to the technical quotation and

P is the weight given to the financial quotation

Note P + T will be equal to 250%

The candidate achieving the highest combined technical and financial score will be invited for negotiations.

## **2.9 Negotiations**

2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to candidates. The purpose of the negotiations is for the procuring entity and the candidate to reach agreement on all points regarding the assignment and sign a contract.

2.9.2 The negotiations will include a discussion on the technical quotations, the proposed modalities and work plan, staff and any suggestions made by the candidate to improve the Terms of Reference. The agreed work plan (if any) and Terms of Reference will be incorporated in the description of the service or assignment and form part of the contract.



2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the candidate whose quotation achieved the second highest score to negotiate a contract.

## **2.25 Award of Contract**

2.25.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other candidates that they were unsuccessful and return the financial quotations of the candidates who did not pass technical evaluation.

2.25.2 The selected candidate is expected to commence the assignment on the date indicated in the appendix to the instructions to tenderers or any other date agreed with the Procuring Entity at the time of the contract award. Both parties will sign the contract.

## **2.11 Confidentiality**

2.11.1 Information relating to evaluation of quotations and recommendations of contract award shall not be disclosed to the candidates who submitted the quotation or to other persons not officially concerned with the process, until the winning candidate has been notified that he/she has been awarded the contract.

## **SECTION III: TERMS OF REFERENCE (TORs) FOR DEVELOPMENT OF SME WEBSITES**

### **3.1 General**

1. These specifications describe the basic requirements quoting entities are requested to submit with their offers i.e. the detailed specifications for the product they intend to supply.
2. All the dimensions and capacities of the products and services to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products/services, if such deviations shall be found critical to the use and operation of the products.
3. The quoting entity must meet the following requirements:
  - (i) Give a list of at least FIVE reputable clients whose similar websites have been developed by the quoting entity. In addition, provide contact information i.e. telephone, fax, email, contact person and the services relevant to those required by the procuring entity recently provided by the quoting entity to them. The procuring entity should be in a position to contact some or all of the organizations listed.
  - (ii) Provide a company profile including credentials of the qualified and competent auditors.
  - (iii) Must also submit copies of the following documents:
    - (a) PIN Certificate
    - (b) Tax Compliance Certificate
    - (c) Certificate of Registration/Incorporation
4. The quoting entities are requested to present the above information along with their offers, their expected time for setup and testing of the solution.

### **3.2 Specific to this Contract**

The Export Promotion Council is Kenya's premier institution for the development and promotion of exports of goods and services. In pursuit of its mandate and in line with increased use of e-marketing in export trade, the Council has so far about 250 SME exporters to develop interactive websites for online marketing and plans to assist fifteen (15) more on the same .

The Council is therefore seeking for provision of website development services for the development of **fifteen (15) SMEs websites** and hosting the developed websites for 1 year.

## **Introduction**

The contractor will develop and then host websites for the selected 15 enterprises in the SME sector for a period of 1 year. Hosting will commence from the date of commissioning. The contractor will render this service in close consultation with EPC.

The websites are expected to render the following benefits to the SMEs.

- A platform for marketing and promotion of products in the international markets
- At least two enterprise domain email addresses to facilitate communication with potential clients
- A facility/functionality for online ordering
- Professional image and appeal through good colour scheme, use of graphic, fonts and layout
- Reduced cost of doing business and product promotion in the international

The specific Terms of Reference that will guide the implementation of this project include the following:

1. Development of 15 websites (content management modulate e-commerce module, feedback mechanism and content inputting).
2. Hosting of 15 websites for one year.
3. Training of at least 1 user per enterprise for developed websites.
4. Maintenance of websites for 6 months.
5. Registering of emails for the developed websites
6. Registering of the domains for the developed websites
7. Optimization of the websites and ensuring they are picked by search engines

The Contractor shall design and develop the websites to meet the requirements of the Contracting Entity. The Contractor will be required to come up with a prototype that will be approved by the Council prior to commencing the development of the websites.

The contractor will be required to develop suitable communication strategies with the SMEs and EPC with a view to obtaining accurate and timely information for inputting into the websites. The Contractor will also be required to incorporate “best practice” design features in the website.

### **The websites should address the following Key Elements**

#### **1. Content of websites**

Each website will consist of a detailed catalogue of products, an ordering option and a payment option.

Essentially, the site will have all the relevant information to facilitate trade between the SME traders and clients. One of the most useful information resources in this context will be the searchable catalogue. The websites should also cross-reference each other for the ease of marketing each other’s products.

The Contractor will be responsible for the design and development of the sites to suite the requirements provided by EPC as per the approved prototype.

High access speed will be essential for success of the sites and it is emphasised that the site should have a good balance between content and graphical images/pictures. It is essential that ease of use and user-friendly approach be maintained throughout.

In addition, the website should provide an option for electronic commerce and also, provide a secure link to those who may wish to transact through the internet.

## **2. Target Market**

The websites are intended to promote the SMEs' goods and services in foreign markets. Consequently, the main targets for the sites are foreign clients. This point must be kept clearly in mind in the development of the sites.

## **3. Portability**

The websites should be developed using programs and database systems that make it possible for the SMEs and the hosting companies (both local and international) to easily and independently maintain and modify them as and when necessary. In addition, it should be easy to host the websites on different platforms especially the commonly used platforms for such websites.

## **4. Security**

The Contractor should take all necessary measures during the development of the sites to secure all information and data contained therein. The information and data should not be accessible to any user of the website through any other means apart from the interfaces developed for purpose of access. The interface developed to allow updating of information by the SMEs should not be directly or indirectly accessible to the website users.

## **5. Updating**

The Contractor should make it possible for the SMEs to update, add or change information on the site with ease.

## **6. Ownership**

All work undertaken on the websites will be done on behalf of the Export Promotion Council. EPC shall retain all rights to the websites including all development software code and shall be free to modify, delete or alter the sites as they see fit. The Contractor shall provide one set of each website to the Contracting Entity after the development is complete.

## **7. Installation/Training**

Once the development of the websites is finalised, the Contractor shall ensure that they are fully functional. All the features shall be tested to ensure that they function after installation. The Contractor shall in addition provide training to users and system administration staff.

## **8. Warranty**

There shall be a warranty period of six months within which any malfunction, in part or in full, shall be fixed by the contractor at no cost to the contracting entity. This shall commence immediately after commissioning.

## **9. Hosting and Maintenance**

All websites shall be hosted by the contractor for a period of one year.

After expiry of the warranty period, the contractor shall maintain the websites for 6 months.

## SECTION IV: TECHNICAL PROPOSAL (TP)

### Notes on the Preparation of Technical Quotation

The technical quotation shall be prepared and submitted by the candidates. It shall contain the following:

- (a) Submission letter
- (b) Comments and suggestions of the quoting entity on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity
- (c) Description of the product with measurements.
- (d) The proposed key staff for the assignment who will be the contact person with EPC
- (e) Compliance with section III sub-sections 3 and 4 above.

*(To be prepared by the candidate as appropriate)*

## SECTION V: FINANCIAL QUOTATION (FQ)

### Notes on the Preparation of Financial Quotation

The financial quotation shall be prepared and submitted by the candidates. It shall contain the following.

- (a) Submission letter indicating total fees
- (b) Summary of costs separating initial/setup cost and recurrent costs
- (c) Miscellaneous expenses (if any)

**Note:** *The quotation should be based on development of 15 SMEs websites. However, the costs will be reviewed to reflect the actual number of websites developed in case of a variation in the number of SMEs qualifying to be selected by EPC for the development. The quotation should therefore be itemised to clearly indicate the cost of development of an individual website.*

*The following are **examples** of previously developed websites that may be used to provide a general view of the coverage of an SME website: <http://fishingflies.co.ke>, <http://thlokomelo.co.ke>, <http://sheshehancraft.co.ke>. However, this does not directly or indirectly imply that this will be the expected standard.*

*(To be prepared by the candidate as appropriate)*

## APPENDIX I: STANDARD CONTRACT FORM

This Agreement, [hereinafter called “the Contract”) is entered into this .....[insert starting date of assignment], by and between.....[insert Client’s name] of.....[whose registered office is situated at].....[insert Client’s address] (hereinafter called “the Client”) of the one part AND ..... [insert Consultant’s name] of ..... [whose registered office is situated at] .....[insert Consultants address ] (hereinafter called “the Consultant”) of the other part. WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as “the Services” and WHEREAS the Consultant is willing to perform the said Services, NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services:**
- (i) The Consultant shall perform the Services Specified in Section III, “Terms of Reference and Scope of Service, “which is made an integral part of this Contract.
  - (iii) The Consultant shall submit to the Client, the Reports in the form and within the time periods Specified in 3.7.0, “*Reports and Deliverables*”

**2. Term:** The Consultant shall perform the Services during the period commencing on [insert starting date] and through to [insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

**3. Payment:**

**A. Ceiling**

For Services rendered, the Client shall pay the Consultant an amount not to Exceed [insert amount]. This amount has been established based on the understanding that it includes all the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

**B. Schedule of Payments**

The schedule of payments is specified below:

Kshs. \_\_\_\_\_ upon signing the contract and delivery of the inception report.

Kshs. \_\_\_\_\_ Payable upon demonstration of websites templates/models and development of half of the websites

Kshs. \_\_\_\_\_ Payable upon Training, Commissioning and Handover of the websites

In Total; Kshs. \_\_\_\_\_

### **C. Payment Conditions**

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three Percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

#### **4. Project Administration:**

##### **A. Coordinator**

The Client designates [insert name] as Client's Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.

##### **B. Reports**

The progress reports shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3 (B).

#### **5. Performance Standards:**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

**6. Confidentiality:** The Consultant shall not, during the term of this Contract and after its expiration disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

#### **7. Ownership of Material:**

Any material, graphic, material software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and



remain the property of the Client. The Consultant may retain a copy of such documents and software.

- 8. Consultant Not to be Engaged in certain Activities:** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than **the Services** and any Continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance:** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment:** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language:** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language
- 12. Dispute Resolution:** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to arbitration or the final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

**For the Client**

**For the Consultant**

Full name \_\_\_\_\_

Full name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## **APPENDIX II: PROCURING ENTITY CONTACT ADDRESS**

The Chief Executive Officer

Export Promotion Council

Anniversary Towers, 16th Floor, University Way

P.O Box 40247, 00100

### **NAIROBI**

Email: [chiefexe@epc.or.ke](mailto:chiefexe@epc.or.ke)