

REQUEST FOR PROPOSALS

Redesign & Upgrade of the NCTTCA Corporate Website

October 2021

REQUEST FOR PROPOSALS

RFP No.:

Request for Proposal

NORTHERN CORRIDOR TRANSIT AND TRANSPORT COORDINATION AUTHORITY (NCTTCA) intends to procure a Consultant for the **Redesign & Upgrade of the NCTTCA Corporate Website** for which this Request for Proposals (RFP) is issued.

NCTTCA now invites ICT Consulting Firms to provide Technical and Financial Proposals for the following Services: **Redesign & Upgrade of the NCTTCA Corporate Website**. More details on the services are provided in the attached Terms of Reference (TOR).

The Consulting Firm will be selected under a Quality – Cost Based Selection procedure described in this RFP.

The RFP includes the following documents:

- Section I. Instructions to Consulting Firms
- Section II. Technical Proposal – Standard Forms
- Section III. Financial Proposal – Standard Forms
- Section IV. Terms of Reference
- Section V. Standard Form of Contract

The Proposals must be delivered by hand or through mail to NCTTCA on **1196 Links Road, Nyali, P.O. Box 34068 – 80118 Mombasa, Kenya**. Email: procurement@ttcanc.org by Wednesday 27th October 2021 at 4:00 pm. Late Proposals shall not be accepted.

NCTTCA reserves the right to accept or reject any proposal and to annul the selection process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected Consulting Firms.

Omae NYARANDI

EXECUTIVE SECRETARY

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Section I - Instructions to Consulting Firms

1. Introduction

- 1.1 Only eligible Consulting Firms may submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant Firm.
- 1.2 Consulting Firms should familiarize themselves with local conditions and take them into account in preparing the proposal.
- 1.3 The Consulting Firm's costs of preparing the proposal and of negotiating the contract are not reimbursable as a direct cost of the assignment.
- 1.4 Consulting Firms shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the NCTTCA.
- 1.5 NCTTCA is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Providers/Consulting Firms.
- 1.6 NCTTCA shall provide at no cost to the Service Provider/Consulting Firm the necessary inputs and facilities, and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports (see Section IV. Terms of Reference).
- 1.7 Consulting Firms interested in bidding for this assignment should register with us on procurement@ttcanc.org to facilitate easier communication of the addendum if any.

2. Corrupt, Fraudulent, and Coercive Practices

- 2.1 NCTTCA Policy requires that all NCTTCA Staff, bidders, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. NCTTCA shall reject any proposal put forward by bidders, or where applicable, terminate their contract, if it is determined that

they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, NCTTCA defines for purposes of this paragraph the terms set forth below as follows:

- Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or contract execution;
- Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefits to avoid an obligation;
- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefits;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract.

3. Conflict of Interest

3.1 All bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand. A bidder may be considered to have a conflicting interest under any of the circumstances set forth below:

- A Bidder has controlling shareholders in common with another Bidder;
- A Bidder receives or has received any direct or indirect subsidy from another Bidder;
- A Bidder has the same representative as that of another Bidder for purposes of this bid;
- A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Bid of another or influence the decisions of the Mission/Procuring Entity regarding this bidding process;

- A Bidder submits more than one bid in this bidding process;
- A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of the bid.

4. Clarifications and Amendments to RFP Documents

- 4.1 At any time before the submission of the proposals, NCTTCA may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all short-listed Consulting Firms who have acknowledged the Letter of Invitation.
- 4.2 Consulting Firms may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to NCTTCA at the address indicated in the invitation at least **(7) calendar days** before the set deadline for the submission and receipt of Proposals. NCTTCA will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

5. Preparation of the Proposal

- 5.1 A Consulting Firm's Proposal shall have two (2) components:
 - a) the Technical Proposal, and
 - b) the Financial Proposal.
- 5.2 The Proposal, and all related correspondence exchanged by the Consulting Firms and NCTTCA, shall be in English. All reports prepared by the contracted Service Provider/Consulting Firm shall be in English.
- 5.3 The Consultants will prepare a User Manual that will detail the use and specifications of the system developed. This Manual shall be produced in both English and French.
- 5.4 The Consulting Firms are expected to examine in detail the documents constituting this Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

6. Technical Proposal

6.1 When preparing the Technical Proposal, Consulting Firms must give particular attention to the following:

- a) If a Consulting Firm deems that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consulting Firms may associate with other consultants invited for this assignment or enter into a joint venture with consultants not invited, only with the approval of NCTTCA. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.¹
- b) For assignment of the staff, the proposal shall be based on the number of professional staff- months estimated by the firm, no alternative professional staff shall be proposed.
- c) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- d) Proposed professional staff must, at a minimum, have experience of at least Five years, preferably working under conditions similar to those prevailing in the country of the assignment.

6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TECH 1 to TECH 6 (Section II).

A brief description of the Consulting Firms organization and an outline of recent experience on assignments of a similar nature (TECH-2), if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.

- a) The bidder (individual firm or joint venture) is required to submit as a mandatory requirement, a certificate of completion or equivalent for all completed assignments.

- b) A description of the approach, methodology and work plan for performing the assignment (TECH-3). This should normally consist of maximum of ten (10) pages including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities. The work plan should be consistent with the work schedule (TECH-7)
- c) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team member (TECH-4).
- d) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TECH-5). Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last five years.
- e) A time schedule estimate of the total staff input (Professional and Support Staff, staff time needed to carry out the assignment, supported by a bar chart diagram showing the time proposed for each Professional and Staff team members (TECH-6). The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
- f) A time schedule (bar chart) showing the time proposed to undertake the activities indicated in the work plan (TECH-7).

6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

- 7.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to FPF 5 (Section III).
- 7.2 The Financial proposal shall include all costs associated with the assignment. If appropriate, these costs should be broken down by activity. All items and activities described in the technical proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
- 7.3 The Service Provider/Consulting Firm may be subject to local taxes on amounts payable under the Contract. Taxes, however, shall not be included in the sum

provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

- 7.4 Consulting Firms shall express the price of their services in **Kenya Shillings (KES)**, with applicable Tax/Charges clearly identified.
- 7.5 The Financial Proposal shall be valid for **90 calendar days**. During this period, the Service Provider/Consulting Firm is expected to keep available the professional staff for the assignment. NCTTCA will make its best effort to complete negotiations and determine the award within the validity period. If NCTTCA wishes to extend the validity period of the proposals, the Service Provider/ Consulting Firm has the right not to extend the validity of the proposals.

8. Submission, Receipt, and Opening of Proposals

- 8.1 Consulting Firms may only submit one proposal.
- 8.2 The original Proposal (both Technical and Financial Proposals) shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to correct errors made by the Consulting Firms themselves. Any such corrections or overwriting must be initialled by the person(s) who signed the Proposal.
- 8.3 The Consulting Firms shall submit an original soft version of both Technical and Financial Proposals, which shall be marked "Original". The Financial Proposals shall be password protected.
- 8.4 The original Technical and Financial Proposals shall be sent to: procurement@ttcanc.org.
- 8.5 Proposals must be received by NCTTCA at the place, date and time indicated in the invitation to submit proposals or any new place and date established by the NCTTCA. Any Proposal submitted by the Service Provider/Consulting Firm after the deadline for receipt of Proposals prescribed by NCTTCA shall be declared "Late," and shall not be accepted by the NCTTCA. It shall be returned to the Consulting Firm.
- 8.6 After the deadline for the submission of Proposals, all the Technical Proposals shall be opened first by the NCTTCA. The Financial Proposal shall remain password protected until all submitted Technical Proposals are opened

and evaluated. Thereafter, passwords for Financial Proposals shall be called for but only for the firms which will have passed the Technical Evaluation stage.

9. Evaluation of Proposals

9.1 After the Proposals have been submitted to the NCTTCA and during the evaluation period, Consulting Firms that have submitted their Proposals are prohibited from making any kind of communication with any NCTTCA member, as well as its Secretariat regarding matters connected to their Proposals. Any effort by the Consulting Firms to influence NCTTCA in the examination, evaluation, ranking of Proposals, and recommendation for the award of contract may result in the rejection of the Consulting Firm's Proposal.

10. Technical and Financial Evaluations

INSTRUCTIONS TO TENDERERS
Name of the Client: NORTHERN CORRIDOR TRANSIT AND TRANSPORT COORDINATION AUTHORITY (NCTTCA)
Financial Bid to be submitted together with Technical Proposal: YES, BUT IN SEPARATE FILES. THE FINANCE BID IN PDF SHOULD BE PASSWORD PROTECTED. ONCE THE FIRM HAS QUALIFIED IN TECHNICAL EVALUATIONS, NCTTCA WILL NOTIFY AND REQUEST FOR THE PASSWORD.
Name of the assignment is: Redesign & Upgrade of the NCTTCA Corporate Website
The Client's representative is: Executive Secretary , Address: 1196 Links Road, Nyali, P.O. Box 34068 – 80118 Mombasa, Kenya. Email procurement@ttcanc.org

The Proposal Validity Period shall be: 90 days
Clarifications may be requested not later than: 7 (seven) days before the submission date.

The address for clarification on bid document: procurement@ttcanc.org
Bidders must submit prices exclusive of taxes as the institution is tax exempt
Prices quoted shall be in <i>Kenya Shillings (KES)</i>
The BID will be sent by email to procurement@ttcanc.org as 2 separate files. The Financial bid shall be in PDF and with a password.
Proposals must be submitted no later than the following date and time: 28th October 2021 at 4:00 pm (Late Proposals shall not be accepted).
Attendance at Opening: Due to COVID-19 protocols and restrictions, the bidders will not attend the opening of the bids.

11. Proposal Evaluation Process

Evaluation of bids shall be done as follows:

Technical & Financial Proposal evaluation will be carried out. Evaluations will follow a 3 - step process:

- i. Step 1:** Preliminary Evaluation
- ii. Step 2:** Technical Proposal Evaluation
- iii. Step 3:** Financial Proposal Evaluation

Proposals will be evaluated as follows:

- i. Step 1:** Responsiveness to all mandatory requirements
- ii. Step 2:** Technical Proposal Evaluation: Proposals will be evaluated against the criteria set out below. The Financial Proposal for bidders

whose Technical Proposals are evaluated as scoring a minimum score of 80% will be eligible for Financial Proposal Evaluation.

iii. Step 3: Financial Proposal Evaluation: Financial Proposals will be evaluated according to the criteria set out below.

Step 1: Preliminary Evaluation

The bid; **Shall contain the following components:**

Particulars of Tendering Company including:

- a. The Company background/profile **(Mandatory)**.
- b. Postal and physical address of the business **(Mandatory)**.
- c. Certificate of Registration/Incorporation **(Mandatory)**.
- d. Valid and Current Tax Compliance or Tax-Exempt Certificate from Revenue Authority where the business operations of tenderer are domiciled **(Mandatory)**.

Evaluation of all bids submitted will be made firstly in respect of their responsiveness to preliminary requirements set above on a pass-fail basis. The bids that are not responsive to any of the **Mandatory** requirements shall be rejected and disqualified from further consideration.

Step 2: Technical Evaluation

Technical Evaluation Criteria	Maximum Score	Pass Score 80%
<p>1. Specific Experience of the Consulting Firm relevant to the assignment (30 points)</p> <ul style="list-style-type: none">a. Experience of carrying out similar assignments implemented in the last 5 years, with a Certificate of Completion or equivalent (with contact details provided as supporting document). (5 points)b. Specific Experience in developing similar Extensive web development, hosting and maintenance. (5 points)c. Experience in content management and ability to provide the required software and technological solutions. (5 points)d. Experience in data visualisation using modern data presentation techniques, Business Intelligence Web-based Systems, and Document Management systems. (5 points)e. Experience in Web Technologies with particular focus on PHP, XHTML5, CSS, JavaScript, jQuery, MySQL and Microsoft SQL Server. (5 points)f. online video publishing and social media networking and industry-standard graphics design tools such as Adobe Photoshop, Illustrator and Macromedia Flash. (5 points)	30	24

2. Adequacy of the proposed methodology and work plan		30	24
a. Assignment Plan	<ul style="list-style-type: none"> • Has an assignment schedule which is realistic, in line with the timelines in the ToR and logically sequenced with a specific development approach and clear on & offsite (4 points) 		
b. Requirement to gathering and needs analysis	<ul style="list-style-type: none"> • Provided an appropriate approach for developing and implementing the SRS (4 points) • Provided an appropriate approach for reviewing (establishing status and tracing implementation) the SRS. (2 points) 		
c. Website Development	<ul style="list-style-type: none"> • Provided an appropriate approach for undertaking the assignment. (4 points) • Provided an appropriate approach for reporting and verifying progress in the development of the website (2 points) 		
d. System Testing	<ul style="list-style-type: none"> • Provided details on how testing will be conducted. This should include how issues/bugs log will be managed. (3 points) 		
e. Data migration and deployment	<ul style="list-style-type: none"> • Provided details on how hosting specifications will be defined and verified. (3 points) 		

	<ul style="list-style-type: none"> • Provided details on how data migration will be conducted and subsequently complete solution will be migrated from the development environment to the production environment. (3 points) 		
f. Training	<ul style="list-style-type: none"> • Provided details on how different types of training for all types of users will be conducted. (2 points) 		
g. Support and Maintenance	<ul style="list-style-type: none"> • Provided a draft Support & Maintenance Plan detailing what services are included and excluded. (2 points) 		
	<ul style="list-style-type: none"> • A minimum Warranty has been provided. (1 points) 		
3. Specified Key Personnel – Professional Staff Qualifications and Competences for the Assignment		20	16
a.	<ul style="list-style-type: none"> • Project Manager & lead Web developer (8 points) 		
b.	<ul style="list-style-type: none"> • Web Developer(s) & Migration expert(s) (6 points) 		
c.	<ul style="list-style-type: none"> • Graphic designer(s) (6 points) 		

The minimum technical score, T_s , required to pass and proceed to Financial Proposal opening is: **80%**

Technical and Financial Weights

Technical proposal weight: **80%**

Financial proposal weight: **20 %**

Step 3: Financial Proposal Evaluation

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are: **T= 80**, and **P = 20**

Proposals are ranked according to their combined technical (Ts) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) as follows: $S = Ts \times T\% + Sf \times P\%$.

12. Negotiations

12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation will be communicated to the winning Bidder.

12.2 Negotiation will include:

- a) Discussion and clarification of the Terms of Reference (TOR) and Scope of Services;
- b) Discussion and finalization of the methodology and work program proposed by the Service Provider/Consulting Firm;
- c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities;
- d) Discussion on the services, facilities and data, if any, to be provided by NCTTCA;

- e) Discussion on the financial proposal submitted by the Service Provider/Consulting Firm; and
- f) Provisions of the contract. NCTTCA shall prepare minutes of negotiation which will be signed both by NCTTCA and the Service Provider/Consulting Firm.

12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

12.4 Having selected the Service Provider/Consulting Firm on the basis of, among other things, an evaluation of proposed key professional staff, NCTTCA expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, NCTTCA shall require assurances that the experts shall be actually available. NCTTCA will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider/Consulting Firm may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.

12.5 All agreements in the negotiation will then be incorporated in the description of services and form part of the Contract.

12.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section V). To complete negotiations, NCTTCA and the Consulting Firms shall initial the agreed Contract. If negotiations fail, NCTTCA shall invite the second-ranked Service Provider/Consulting Firm to negotiate a contract. If negotiations still fail, the NCTTCA shall repeat the process for the next-in-rank Consulting Firms until the negotiation is successfully completed.

13. Award of Contract

13.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider/Consulting Firm with the Highest Rated Responsive Proposal. Thereafter, the NCTTCA shall promptly notify other Consulting Firms on the shortlist that they were unsuccessful. Notification will also be sent to those Consulting Firms who did not pass the technical evaluation and NCTTCA shall return their unopened Financial Proposals.

13.2 Consulting Firm is expected to commence the assignment on **11th November 2021.**

14. Confidentiality

14.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider/Consulting Firm who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider/Consulting Firm of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of NCTTCA's anti-fraud and corruption policy.

Section II - Technical Proposal Standard Forms

TECH - 1: Technical Proposal Submission Form

[Location, Date]

To: *[Executive Secretary, NCTTCA]*

Dear Sir

We, the undersigned, offer to provide the Services for *[insert Title of consulting services]* in accordance with your Request for Proposal (RFP) dated *[insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held after the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We acknowledge and accept NCTTCA's right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with NCTTCA as a result of this proposal or not.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

TECH - 2: Consulting Firms Organization

[Provide here brief (maximum two pages) description of the background and organization of your firm/entity and each associate for the assignment (if applicable).]

TECH - 3: Description of the Approach, Methodology and Work Plan for Performing the Assignment

[The description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of reference and counterpart staff and facilities.]

TECH - 4: Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

TECH - 5: Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe the degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one-quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in the last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[Signature of staff member and authorized representative of the firm]

Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

TECH - 6: Time Schedule for Professional Personnel

			Months (in the form of a Bar Chart)												
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Full-time: _____ Part-time: _____

Reports Due: _____

Activities Duration: _____

Location: _____

Signature of Authorized Representative: _____

Full Name: _____

Title: _____

TECH - 7: Activity (Work) Schedule

A. Field Investigation and Other Activities														
No	Activity/ Work Description	<i>Duration</i>												
		1s t	2n d	3r d	4t h	5t h	6t h	7t h	8t h	9t h	10t h	11t h	12t h	
1														
2														
3														
4														
5														

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	1 week after signing of Contract
2. Software Requirements Specification (SRS)/Sign Off	3 weeks after approval of Inception Report
3. 1 st Prototype Website a. All components developed	3 weeks after approval of SRS
4. Final upgraded NCTTCA Corporate website a. All Components with reviews incorporated b. All components UAT sign off	2 weeks after the first Prototype
5. Data Migration and Deployment to Production Environment	1 week after UAT sign off
5. Documentation and Training Report a. User Manual (Front /Back end) b. Training completed and signed-off based on Training Plan	1 week after Data Migration and Deployment
6. Support and Maintenance a. The SLA is completed and sign-off	For a period of 1 year after deployment and sign-off

Section III - Financial Proposal - Standard Forms

FPF - 1: Financial Proposal Submission Form

[Location, Date]

To: *[Executive Secretary, NCTTCA]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *[insert Title of consulting services]* in accordance with your Request for Proposal (RFP) dated *[insert date]* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[Amount(s) in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of *[insert validity period]* of the Proposal.

We acknowledge and accept the NCTTCA right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with the NCTTCA as a result of this Proposal or not.

We confirm that we have read, understood and accept the contents of the Instructions to Consulting Firms (ITC), Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Service Providers/ Consulting Firms, any and all bulletins issued and other attachments and inclusions included in the RFP sent to us.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

FPF - 2: Summary of Costs

Cost(s)	Amount(s) (KES)
I – Remuneration Cost (see FPF- 3 for breakdown)	
II - Reimbursable Cost (see FPF – 4 for breakdown)	
Total Amount of Financial Proposal ¹	

¹ Indicate total costs, net of local taxes, to be paid by NCTTCA in Kenya Shillings. Such total costs must coincide with the sum of the relevant subtotal indicated in all Forms FPF-3 provided with the Proposal.

Authorized Signature:

Name and Title of Signatory:

FPF - 3: Breakdown of Costs by Activity

Group of Activities (Phase):²	Description:³	
Cost Component	Amount(s) (KES)	
Remuneration ⁴		
Reimbursable Expenses ⁵		
Sub-Totals		

² Form FPF-3 shall be filed at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g., the assignment is phased, and each phase has a different payment schedule), the Service Provider/ Consulting Firm shall fill a separate Form FPF-3 for each Group of activities.

³ Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TECH-8.

⁴ Short description of the activities whose cost breakdown is provided in this Form.

⁵ Remuneration and Reimbursable Expenses must coincide with relevant Total Costs indicated in FPF-4 and FPF-5.

Authorized Signature:

Name and Title of Signatory:

FPF - 4: Breakdown of Remuneration per Activity

[Information provided in this Form should only be used to establish payments to the Service Provider/ Consulting Firm for possible additional services requested by Client/NCTTCA]

Name of Staff	Position	Staff Monthly Rate
Professional Staff		
1.		
2.		
3.		
4.		
5.		
Support Staff		
1.		
2.		
3.		
4.		
5.		

- 1 Names of activities (phase) should be the same as, or corresponds to the ones indicated in Form TECH-8.
- 2 Short description of the activities whose cost breakdown is provided in this Form.

Authorized Signature:

Name and Title of Signatory:

FPF - 5: Breakdown of Reimbursable Expenses

[Information provided in this Form should only be used to establish payments to the Service Provider/ Consulting Firm for possible additional services requested by Client/NCTTCA]

Description⁶	Unit	Unit Cost⁷
1. Subsistence Allowance		
2. Transportation Cost		
3. Communication Costs		
4. Printing of Documents, Reports, etc		
5. Equipment, instruments, materials, supplies, etc		

⁶ Delete items that are not applicable or add other items according to Paragraph 7.2 of Section II-Instruction to Service Providers/ Consulting Firms

⁷ Indicate unit cost and currency.

Authorized Signature:

Name and Title of Signatory:

Section IV - Terms of Reference

Terms of Reference for a consultant for Redesign & Upgrade of the NCTTCA Corporate Website

A. Introduction

The Northern Corridor Transit and Transport Coordination Authority (NCTTCA) is an Intergovernmental Organization established under the legal framework of the Northern Corridor Transit and Transport Agreement (NCTTA) to coordinate the implementation of the treaty and decisions/ resolutions reached by policy organs of the Authority. The Agreement mandates NCTTCA to promote seamless movement of trade and traffic and foster an efficient and cost-effective transit transport system across the corridor.

NCTTCA's mission is to contribute to the sustainable social and economic development of its Member States through an integrated transport system that promotes national, regional and international trade.

To fulfil its mission, NCTTCA developed a web application corridor monitoring tool and intends to have its main website redesigned into a web portal to best manage information and share knowledge about the corridor as generated by the Transport Observatory to all stakeholders and member states.

B. Objective:

The objective of this assignment is to redesign and upgrade the current NCTTCA main website and the Roadside Station (RSS) website into more dynamic, responsive and secure sites. The redesign will include Site layout for improved navigation, content management, social media integration, increased search engine traffic and HTTPS implementation.

C. Site Description

The redesigned websites/portals will be built with importance placed on the notions of contrast, simplicity, impact and dynamic with the following minimum characteristics;

- The page design offering a balance between the text and surrounding space; ensure a consistent visual language on the new site by introducing fixed styles

in templates ensuring consistency in fonts, formatting, icons, images, layout techniques.

- The navigation system will be highly sophisticated and achieved by the use of page-selecting pull-down menus, well-constructed local navigation, search box, and other effective features.
- The images used in the navigation sections will be as simple as possible. In fact, with the skillful integration of the style sheet, the design will allow optimal download speeds.
- A dynamic design of the site that will help contribute to the wide recognition of the Secretariat.

The initial concept designs based on review and analysis of current sites, content and needs and later development of the site must cover the following areas of website development;

- Information Content Architecture (IA)
- Content Management System (CMS)
- Site layout
- Navigation
- Powerful graphics
- Use of meta tags, keyword phrases
- Search engine optimisation &
- Site searchability

D. Expected Deliverables:

The following are key deliverables for the assignment;

1. Design Concept and Site description

- Review of current websites and coming up with an initial concept design of website architecture that includes sample multiple web pages with general branding, navigational and layout ideas covering areas of improvement described above

2. Website Design, Development, Testing and Deployment

- Improve the current look, feel and user experience of the website
- NCTTCA corporate website and RSS website redesigned into more dynamic and interactive sites
- Set up a multi-language plug-in to facilitate translation of the existing website from English to French
- Development of a flexible CMS structure to allow easy access and publishing of content. This should be scalable to allow for future integration of additional features
- A database and a document management system to store, manage and track documents uploaded to the main website for downloads and easy access through remote sharing.
- Integrate support for interactive ads, newsletters, social media components to push online PR and drive traffic
- Implement SEO capabilities to allow for better search results on Google and other search engines
- Implementation of secure site certificate (HTTPS)
- Site testing with real current historical data from stakeholders
- Website backup, migration or Deployment

3. Features and Functionalities

- The redesigned & dynamic websites should have the following features;
 - responsive design with add feed links, social media sharing features to allow Twitter/FB share by text selection and Twitter feed by handle & Hashtag
 - search function by news, type of publication/reports, events, newsletter issue
 - support interactive map, image & video galleries
 - signup feature for latest news and publications
 - Integrated with analytics tools to allow to monitor site performance.

- Enhanced security features that makes the site stable and secure.
- link the main site with the RSS portal and other portals like the eCharter (Dashboard), Northern Corridor Transport Observatory and other stakeholder websites.

4. Documentation and Training:

- Develop a user manual and deliver a webinar for the Staff and system administrators to perform content upload, system maintenance and administration
- **Training:** The Consultant will ensure that NCTTCA Staff comfortably are trained on the use of the website, post relevant information, access information, search for information and administer the websites

E. Methodology:

- a) This assignment will entail conducting a thorough analysis/review of the current websites' functionality, design and content. Issues to be considered include:
 - General layout of the websites
 - Graphical design –consistent, relevant, provide corporate identity.
 - Content – what percentage of the content is relevant
 - Technical assessment – software, navigation structure, e.g., from static to dynamic and database-driven website, changing visuals necessitating redesign, current hosting.
 - Identify unique methods of linking the main website with the RSS and Transport Observatory portals since each has a different database into one functional system.
- b) Conduct background research on websites for organisations of similar nature and present salient features and innovations
- c) Review best practices and success stories in the development of such systems and make recommendations from the same.
- d) Closely liaise with NCTTCA staff to obtain guidance on the best layout, colour brands, and technologies to be used.

- e) Hold meetings (technical or otherwise) with NCTTCA's experts and other stakeholders' experts working on this assignment.

F. Vendor Experience, Skills and Qualifications

The firm that will be selected for the assignment must have the following qualities:

- a) Proven 5 years' Experience and evidence in developing similar Extensive web development, hosting and maintenance expertise.
- b) Relevant Experience in content management and ability to provide the required software and technological solutions. Knowledge of WordPress is of added advantage
- c) Expertise in data visualisation using modern data presentation techniques, Business Intelligence Web-based Systems, and Document Management systems.
- d) Expert knowledge in Web Technologies with particular focus on PHP, XHTML5, CSS, JavaScript, jQuery, MySQL and Microsoft SQL Server.
- e) Proven Experience in online video publishing and social media networking
- f) Knowledge of industry-standard graphics design tools such as Adobe Photoshop, Illustrator and Macromedia Flash.

G. Team Composition:

The key professional resources or personnel must have the following competencies;

a) Project Manager & lead Web developer:

Shall be responsible for overall site development, testing and Deployment. They should have the following competencies:

- i. At least 3yrs Experience in web programming and CMS development, including versioning, of which at least 2yrs are specific to Word Press CMS.
- ii. Experience in PHP, AJAX, Java Script, HTML (including version 5), CSS (including version 3).
- iii. Experience in the use and configuration of the below applications: Word Press CMS, MySQL Database, Apache web server, Experience with other related applications is an advantage.
- iv. Experience in the use and configuration of the below products and techniques: Search engine optimisation, Google Webmaster tools, Google developer tools, Mobile device adaptation.

b) Web Developer(s) & Migration experts:

Shall support in the overall development process and execution of manual and/or automated content migration to assure the correct redirection of webpages after migration. S/he shall have the following competencies;

- i. at least 2yrs Experience in web and application development and good knowledge of CMS development
- ii. Knowledge of the below scripting and coding languages and standards: HTML (including version 5), CSS (including version 3), PHP, and JavaScript (including JQuery).
- iii. Working experience in site migration, content development, CMS publishing and configuration, of which at least 2 yrs are specific to Word Press CMS.

c) Graphic designer:

- i. The vendor shall have a graphics designer with prior Experience in graphics design and a solid portfolio of at least 3 years of Experience.
- ii. He/she shall support the development team with the integration of graphic design and CSS elements.

H. Timeframe

This assignment should be within a period of Three (3) months.

Section V - Pro-forma Contract

REDESIGN & UPGRADE OF THE NCTTCA CORPORATE WEBSITE

Lump-sum payments

Date: September 2021

**CONTRACT FOR CONSULTING SERVICES – REDESIGN & UPGRADE OF THE
NCTTCA CORPORATE WEBSITE**

This Agreement, (hereinafter called "the Contract") is entered into this _____ by and between the **Northern Corridor Transit and Transport Coordination Authority (NCTTCA)**, whose registered office is situated at *1196 Links Road, Nyali, P.O. Box 34068 – 80118 Mombasa, Kenya* (hereinafter called "the Client") of the one part AND

_____ whose registered office is situated at _____ (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 Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract;
- (ii) The Consultant shall provide the personnel listed in Appendix B, "Consultant's Personnel," to perform the Services;
- (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "Consultant's Reporting Obligations."

2. Term

the Consultant shall perform the Services during the period commencing on and continuing through to or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed _____ (Kenya Shillings), exclusive of all local taxes.

This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits. The Client is exempted from tax in the host country.

B. Schedule of Payments

The schedule of payments is specified below

_____ (Being 20% of the Contract sum) upon the Client’s receipt of the Inception Report from the Consultant, acceptable to the Client and

_____ (Being 60% of the Contract sum) upon the Client’s receipt of the dummy Business Information Portal, acceptable to the Client and ready for piloting; and

_____ (Being 20% of the Contract sum) upon the Client’s full development of the Business Information Portal, acceptable to the Client.

Total KES _____

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.

A report shall be considered accepted/approved by the client if no comments are received from the client within two weeks of submission, and thus due for payment.

4. Project Administration

A. Coordinator

The Client designates 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 reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

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 within two years 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 studies, reports or other material, graphic, 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 services (other than the Services and any continuation thereof) resulting from any recommendation arising from this consulting service.

9. Insurance

the Consultant will be responsible for taking out any appropriate insurance coverage.

10. Assignment

the Consultant shall not assign this Contract or subcontract 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 the English Language. The final User Manual, however, must be presented in English and translated into French.

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 the arbitration and 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, at the request of the applying party.

FOR THE CLIENT

FOR THE CONSULTANT

Full Name: _____

Full Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____