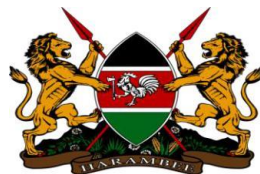


REPUBLIC OF KENYA



COUNTY ASSEMBLY OF SIAYA

**SUPPLY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF COUNTY ASSEMBLY
E-BUSINESS PROCESS SYSTEM.**

TENDER NO. SC/ASS/TEND/E-BUS/2020-2021

**SUBMISSION IN THE IFMIS SUPPLIER PORTAL THROUGH
supplier.treasury.go.ke IS MANDATORY**

CLOSING DATE; FRIDAY 18TH JUNE 2021 AT NOON

G.O.K IFMIS NEGOTIATION NO: 879730-2020/2021

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SECTION I: INVITATION TO TENDER

TENDER NAME: SUPPLY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF COUNTY ASSEMBLY E-BUSINESS PROCESS SYSTEM.

TENDER NO: SC/ASS/TEND/E-BUS/2020-2021

IFMIS NEGOTIATION NO: 879730-2020/2021

1.1 County Assembly of Siaya invites bids from eligible candidates for **COUNTY ASSEMBLY E-BUSINESS PROCESS SYSTEM**

1.2 Interested and eligible candidates may obtain the tender document from **Integrated Financial Management Information System (IFMIS) SUPPLIER PORTAL**, supplier.treasury.go.ke, using the unique **IFMIS negotiation number** indicated above or the Assembly Website, www.siayaassembly.go.ke

1.3 Further information may be obtained from the **SIAYA COUNTY ASSEMBLY OFFICES** during normal working hours or by writing to the undersigned;

**The County Assembly Clerk,
County Assembly of Siaya,
P.O. Box 7-40600.
SIAYA**

1.4 Completed tender documents must be submitted through the supplier portal so as to be received not later than **FRIDAY 18TH JUNE 2021 AT NOON**.

1.5 It is a Mandatory requirement that **Bidders must serialize all pages for the bid submitted** and forms **part of the preliminary evaluation**.

1.6 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

1.7 Bid bond shall be required for this particular tender.

SECTION II: INSTRUCTIONS TO TENDERERS.

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SECTION II: INSTRUCTIONS TO TENDERERS.

2.1 Eligible tenderers

2.1.1. This Invitation to tender is open to all tenderers eligible as described in the Invitation to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2. The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.2 There shall **NOT** be a price chargeable for the tender document.

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge.

2.3 Contents of tender documents

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

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of Insurance Cover
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Insurance Company's Authorization Form
- xiii) Declaration Form
- xiv) Request for Review Form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a

tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

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

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c) Tender security furnished is in accordance with Clause 2.12
- d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

2.12.2 Tenders shall be required to issue a bid bond for this particular tender.

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

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form specified in the invitation to tender.

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

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

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

2.12.7 The tender security may be forfeited:

a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or

b) In the case of a successful tenderer, if the tenderer fails:

i.to sign the contract in accordance with paragraph 30

Or

ii.to furnish performance security in accordance with paragraph 31.

c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

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

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

2.14 **Format and Signing of Tender**

2.14.1 The tenderer shall prepare the tender as indicated in the Invitation to tender and the tender notice.

2.14.2 All tenders shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initiated by the person or persons signing the tender.

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

2.15 **Sealing and Marking of Tenders**

2.15.1 All tenders **MUST** be submitted via the **Integrated Financial Management Information System (IFMIS) SUPPLIER PORTAL** ,supplier.treasury.go.ke using the unique **IFMIS negotiation numbers** and hard copies in plain sealed envelopes **MAY** also be submitted with the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

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

(b) bear, tender number and name in the invitation to tender and the words: **"DO NOT OPEN BEFORE FRIDAY 18TH JUNE 2021 AT NOON"**

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

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

2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 1.4. And 2.15.1 no later than **FRIDAY 18TH JUNE 2021 AT NOON**

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

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

2.17 Modification and withdrawal of tenders

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

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

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

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

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

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

2.18 Opening of Tenders (*Applicable for manually submitted tenders ONLY*).

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **FRIDAY 18TH JUNE 2021 AT NOON**) and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.19 Clarification of tenders

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

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

2.20 Preliminary Examination and Responsiveness

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

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

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

(a) Operational plan proposed in the tender;

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

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

(a) **Operational Plan.**

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

(b) Deviation in payment schedule.

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

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

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

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

2.23. Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

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

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

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

b) Award Criteria

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

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

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

2.25 Notification of award

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

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

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

2.26 Signing of Contract

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

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

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

2.27 Performance Security

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

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

2.28 Corrupt or Fraudulent Practices

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

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

3.0 APPENDIX TO INSTRUCTIONS TO THE TENDERERS

Appendix to instructions to tenderers

The following information for the procurement of **COUNTY ASSEMBLY E-BUSINESS PROCESS SYSTEM** shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
3.0.1	Eligibility: Open Tender
3.0.2	Tender Security: -Bidders shall submit a tender security worth KSH150,000 in the form of a bank guarantee.
3.0.3	Tender Closing: FRIDAY 18TH JUNE 2021 AT NOON
3.0.4	Evaluation criteria: the following requirements must be met by the tenderer notwithstanding other requirements in the tender document:-
3.0.5	Performance Bond: The successful bidder shall be required to submit a 5%performance bond in the form of a bank Guarantee. This should be valid until a minimum of 90 days after the validity period of the contract.
3.0.6	Joint ventures and consortiums are not allowed in this tender

4.0 SCOPE OF WORK

The County Assembly of Siaya has achieved a lot in terms of ICT infrastructure investment. One of the areas the Assembly is currently working very hard to address are the challenges of managing and streamlining assembly business processes to efficient access of information by Honorable Members Especially Order Papers, Committee Minutes and any other reference materials such as the Constitution of Kenya, Standing Orders among others. The above information shall be available in a cloud server system with maximum security.

Specifically, to address the challenge of paper based house and committee business, the Assembly should implement an Information Sharing Management System that incorporates among others an e-business management application system. The system which can be installed in mobile devices (Phones and tablets) and computers for honorable members and the Assembly staff administration.

The application will consist of a database hosted in a cloud server within the Assembly premises to allow members easy access of important information like the order papers, committee minutes, standing orders, constitution, and relevant legislation among other materials wherever they are.

The system shall have a login portal, usernames and passwords shall be required for access.

4.0.1 SCHEDULE OF REQUIREMENTS.

The objective of the project is to provide a platform which shall streamline and automate the County assembly business processes and it would incorporate the mobile devices. The COUNTY ASSEMBLY E-BUSINESS PROCESS SYSTEM will enable Members to access critical information required in the conduct of the house business efficiently and promptly.

The deliverables

1. Assembly E-Business process System
2. Tablet device (Quantity 3)
3. IOS Product Mobile Device (Quantity 3)
4. GSM Mobile Enabled device (Quantity 3)

5.0 SYSTEM TECHNICAL SPECIFICATIONS

5.0.1 *The COUNTY ASSEMBLY E-BUSINESS PROCESS SYSTEM*

5.0.2 General Features

The System should have the following capabilities

1. Allow access to order papers which will reduce the time and cost of printing the order papers.
2. Allow access to critical legislation e.g. standing orders, acts, constitution etc. The feature shall enable the users to search, bookmark and download all or sections of such legislation.
3. Allow access to the Plenary Schedules, Motions, Bills and Statement submitted at the floor of the house.
4. Allow the users to access committee related information e.g. minutes, reports, allowances summaries etc.

5.1 The following are enterprise requirements Siaya County Assembly has outlined for the implementation of Assembly E-business system project

5.1.1 Committee Management Features

- i. Users can login and access different system features depending on their access rights.
- ii. Members of County Assembly can create and manage Wards details
- iii. The system will allow member of the County Assembly to manage their personal details for example, committee representation, Pf number, Name of the honorable member
- iv. Users can create or edit committees, under various categories.
- v. Users can create/schedule meetings, update their agenda and update the attendance after the meetings have happened. This schedule of meetings can also be displayed on the website for the public and on the mobile application, for the members to see.
- vi. The system allows generation of allowances reports for members for the meetings attended using the SRC guidelines and predefined allowance rates.
- vii. The system also features other supporting modules e.g. Users and Authentication, Venues Management, and Allowance Rates management.

5.1.2 Assembly E-Business Features

- i. Users can login and access different system features depending on their access rights.
- ii. Users are able to upload all assembly business documents on to the system including:
Order Papers, Bills, Acts, Motions, Petitions, Statements, Papers Laid, Votes & Proceedings, Communication from the Chair, Messages, and Hansard.
- iii. Users can also upload other documents that are not necessarily assembly proceedings
e.g. The Constitution, Standing Order etc.
- iv. All uploaded documents and proceedings can be displayed on a website for the public to view.

5.1.3 Assembly E-Business System Components

System Component	Description	Technical Response
Order Paper	Module for uploading assembly business	
Hansard	A section where a Hansard document can be uploaded.	
Votes & Proceedings	Module for Votes and Proceedings document upload for the record of every sitting	
Act	Module for uploading and sharing Assembly Act documents	
Bill	Module for assembly bills upload	
Statement	A section where each Statement made on the floor of the house will be uploaded. There will be fields for all relevant features for the statement including the Title, Committee to which it is directed, Member who requests, Subject, Date of Request, Due Date and Remarks.	
Petition	A section where each Petition made to the Assembly will be uploaded.	
Motion	A section where every Motion moved on the floor of the house can be published. There will be fields for all the relevant features of a motion including the Title, Subject, Notice of Motion, Mover, Seconder, Division, Date Debated & Concluded, and Remarks.	
Communication From the Chair	A section where each Communication from the Chair to the Assembly will be uploaded. The date for the communication will be a	

	mandatory field to aid in sorting and arranging the documents.	
Message to the Assembly	A section where every Message to the Assembly will be uploaded. The date for the message will be a mandatory field to aid in sorting and arranging the documents.	
Papers Laid	A section where every Paper laid on the floor of the house will be uploaded. The date for the document will be a mandatory field to aid in sorting and arranging the documents.	

5.1.4 Committee Management Components

Component	Description	Technical Response
Users Authentication	This module to manage the users of the system as well as their access rights.	
Members	A module to manage all the members of county assembly who form the committees.	
Committees	A section to manage all Assembly committees, their mandate, membership and leadership	
Meetings	The module used by secretariat of committees to create/schedule meetings, create their agenda, venue. After the meetings have happened, the clerks can update the attendance and confirm these meetings for the attendees to be paid. This module also allows the meetings to be rescheduled, or canceled if need be. The meetings have to be created a week before to ensure proper planning and their	

	attendance has to be updated by 24 hours after they happen.	
Allowance Rates	This module allows the admin to set the predefined rates as they are stipulated in the SRC guidelines	
Allowance Reports	<p>This module allows the clerks to generate allowance reports for meetings attended, for Payroll generation. The only meetings that are eligible for pay are those which have been confirmed, for audit purposes.</p> <p>The reports are for all the members and individual members.</p> <p>Both of these reports shall have printable rights</p>	

5.1.5 Assembly E-Business System Overview

Component name	Description	Technical Response
Order Paper	Upon logging to the mobile application, MCAs shall access the order paper of the day automatically displayed based on the current date. The app shall also allow viewing of the previous order papers. The function shall be controlled by the clerk or the assistant by uploading the order paper through the Assembly Business Management Application.	
Standing Order	The current standing order shall be read through the county assembly application with the possibility of searching, placing bookmarks and downloading the same as a pdf. The function shall aid the members quickly access the standing order instead of flipping pages of a booklet.	
Acts	All the acts of the county assembly shall be published in the application detailing the various reviews done to each and every act passed by the County Assembly. The acts shall be categorized by the date enacted, year and title of the act.	
Plenary Schedules	The Weekly Schedule in the Assembly shall be published every Tuesday and lists the Assembly of the Assembly for every week. It shall contain substantive Assembly of the Assembly as considered and approved by the Assembly Committee every Tuesday at rise of the Assembly. This shall be linked to the order paper. The content shall be searchable by date, year and Assembly of the assembly.	

Motions	The mobile app shall hold the entire proposal by the members of the county assembly. The app shall display the motions as either draft or a subject for discussion. The member shall be able to search for motions using keywords, the proposer and seconder of the motion, and dates.	
Bills	Members of the county assembly shall be able to view, search, and mark the entire legislative proposal at the post-publication stage. (The bill shall be categorized as either Public or Private. The public bill shall be accessible to the members of the public.) Honorable members shall be able to view the public comments in regards to the bill.	
Petitions	All the petitions to the county assembly shall be recorded and displayed in the mobile application. The details shall include the PDF document of the petition, the petitioners' name, date filed and contact details.	
Statement	All the statements filed by the members shall be availed through the mobile platform, with date filed, the member who requested the statement and the details of the member who issued the statement.	
Other Documents	Comprised of: - <ul style="list-style-type: none"> ● The constitution of Kenya ● County Assembly Act ● County Government Acts 	
Other Important Technical Details		
After Sales Support Services	The Proponent shall ensure the availability of necessary after sales support and maintenance on all system components during the	

	duration of warranty coverage through a documented Service Level Agreement/s. Any costs involved (if any) should be included in the proposal documents.	
Warranty	E-Business System – All system including all customized areas must have at least one (1) year warranty from date of acceptance of systems	
Training	<ul style="list-style-type: none"> ● The Proponent must provide the following training and clearly specify the commercials related to training program: <ul style="list-style-type: none"> ○ System Administrator (ICT) Training ○ End user Training (MCAs and Assembly administration staff) ● Provide user system manuals. 	
Notes	<ol style="list-style-type: none"> 1. A brief description of the system to be submitted with the proposal including interface screenshots and necessary attachments must be submitted for the purpose of technical evaluation. 2. The <u>S</u>ite visit is mandatory to familiarize with the assembly business operational set up. 3. Business Analysis MUST be carried out to define various assembly business process components 	

5.1.6 ENTERPRISE REQUIREMENTS

Core system features

Requirements	Technical response
Web based platform	
System security	
System Accessibility	
Interface/integration with existing systems	
Online and Real Time Transactions	
Rollout timelines/work plan/methodology	
Ability to export/import data to/from other systems	
Flexible reporting and data upload criteria	
Various supervision and access rights (super users other users)	
Proposed training program and knowledge transfer	
Adequate key Personnel capability	
Site visit/reference calls	

Recommended Minimum Technical Specifications FOR TABLETS

Item Feature	Description	Technical Response
Form factor		
General	Network	
	SIM	

Memory	Card slot	
	Internal	
Display	Type	
	Size	
	Resolution	
	Multitouch	
CPU	Processor	
Operating System		
Multimedia	Speakers	
	Audio quality	
	Video	
Communication	Data and speed	
	Bluetooth	
	USB	
	Infrared port	
Camera	Rear	
	Front	
Features	Color	

	Build	
	Book Cover	
	Sensors	
Misc	Dimensions	
	Weight	
Extra feature	S Pen	
Battery	Battery	
Warranty	2 years	

Minimum Specifications Requirements for IOS Product Mobile Device

Item Feature	Description	Technical Response
Network	<ul style="list-style-type: none"> Technology 	
Body	<ul style="list-style-type: none"> Dimensions Weight Build SIM 	
Display	<ul style="list-style-type: none"> Type Size Resolution Protection 	
Platform	<ul style="list-style-type: none"> OS - iOS 14.1, upgradable to iOS 14.4.2 Chipset CPU 	
Memory	<ul style="list-style-type: none"> Card slot Internal 	

Main Camera	<ul style="list-style-type: none"> • Quad • Features Video 	
Selfie Camera	<ul style="list-style-type: none"> • Dual • Features • Videos 	
Sound	<ul style="list-style-type: none"> • Loudspeaker • 3.5mm Jack 	
Communication	<ul style="list-style-type: none"> • WLAN • Bluetooth • GPS • NFC • Radio • USB 	
Features	<ul style="list-style-type: none"> • Sensor 	
Battery	<ul style="list-style-type: none"> • Type Charging • Stant-by • Music Play 	
Misc	<ul style="list-style-type: none"> • Colors • Models • SAR EU 	

Minimum Specifications Requirements for GSM Mobile Device

Item Feature	Description	Technical Response
Network	<ul style="list-style-type: none"> • Technology 	
Body	<ul style="list-style-type: none"> • Dimensions • Weight • Build • SIM 	
Display	<ul style="list-style-type: none"> • Type • Size • Resolution • Protection 	
Platform	<ul style="list-style-type: none"> • OS - Android 11 and Above • Chipset • CPU 	
Memory	<ul style="list-style-type: none"> • Card slot Internal 	

Main Camera	<ul style="list-style-type: none"> • Quad • Features Video 	
Selfie Camera	<ul style="list-style-type: none"> • Dual • Features • Videos 	
Sound	<ul style="list-style-type: none"> • Loudspeaker • 3.5mm Jack 	
Communication	<ul style="list-style-type: none"> • WLAN • Bluetooth • GPS • NFC • Radio • USB 	
Features	<ul style="list-style-type: none"> • Sensor 	
Battery	<ul style="list-style-type: none"> • Type Charging • Stant-by • Music Play 	
Misc	<ul style="list-style-type: none"> • Colors • Models • SAR EU 	

SECTION V: SCHEDULE OF REQUIREMENTS.

COUNTY ASSEMBLY E-BUSINESS PROCESS SYSTEM WITH THE FOLLOWING MODULES	
1. The Assembly E-Business Process System	TOTAL PRICE
2. System User Training <ul style="list-style-type: none"> • Honourable Members (MCAs) • System Administrators (ICT) • Users (General Assembly Administration) 	
3. IOS Product Mobile device	
4. Tablet device	
5. GSM Mobile enabled device	

COUNTY ASSEMBLY OF SIAYA PRICE TOTAL FOR COUNTY ASSEMBLY E-BUSINESS PROCESS SYSTEM	
ITEM	PRICE IN KSHS.
GRAND TOTALS	
AMOUNT IN WORDS	

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the price as indicated on the price schedule shall prevail

EVALUATION CRITERIA

The bids submitted shall be subjected to a three-stage evaluation process as shown below:

a)Preliminary/Mandatory Requirements

b)Technical Evaluation

c) Financial evaluation

A. PRELIMINARY EVALUATION –MANDATORY REQUIREMENTS(MR)

NO	Documents to be submitted	YES/NO
1	Copy of certificate of Registration/Incorporation	
2	Copy of valid PIN/VAT	
3	Copy of Valid Tax Compliance certificate	
4	Reference Letter from the bank indicating that the firm is currently operating an account (dated at least within the last 6 months)	
5	Copy of valid business permit/Trade License.	
6	Copy of Updated CR12	
7	Price Schedule in the format provided	
8	Duly filled, signed and stamped Confidential business questionnaire in the format provided	
9	Duly filled Form of Tender In the format provided	
10	Duly filled and Certified Power of Attorney.	

11	Detail of licensing mode options for cloud server administration, per server and end user (also specify whether annual or one-off)	
12	Detail of warranty for Assembly E-Business System for at least 12months following the commissioning.	
13	Evidence of payment of bid bond/tender security of Kshs. 150,000.00provide original copy and must be valid for 120 days from the day of tender opening.	
14	Duly filled, signed and stamped Site visit form by appointed County Assembly of Siaya And Bidder representatives in the format provide	
15	All pages of the submitted tender document shall be serialized and well bound.	
16	Duly filled, signed, stamped and certified declaration that the bidder is not debarred from participating in Public Procurement in the format provided	
17	Copy of Valid ICT Authority License	
18	Must Submit Audited financial statements for the last Two Financial Years (2019 & 2020)	

NB: All bidders with all the mandatory qualification proceed to the second stage of evaluation

B. TECHNICAL EVALUATION

Technical evaluation for firms that qualify at the mandatory evaluation stage shall be done out of 100%. The pass mark will be 70 out of 100. The firms shall be evaluated on a scoring matrix as shown below:

A. TECHNICAL EVALUATION

Technical evaluation for firms that qualify at the mandatory evaluation stage shall be done out of 100%. The pass mark will be 70 out of 100. The firms shall be evaluated on a scoring matrix as shown below:

No	Criteria	Maximum Score
1	<p>Demonstration of past experience and performance</p> <p>Technical Experience: Bidder shall demonstrate experience in at least 4 similar works (similar in scope and value) executed in the last 5 years in the role of contractor, subcontractor, or management contractor. Must have proof of having successfully executed the works.</p> <p>For each project Bidder must provide:</p> <ol style="list-style-type: none">1. Copies of LPO (1 mark)2. Completion Certificates (1 mark)3. Copies of contracts (1 mark)4. Letter of recommendation/reference. (1 mark) <p>NOTE: Documents submitted shall clearly indicate name of project, commencement, and completion dates of the contracts, and names of contact persons.</p>	20

2	<p>System Security and Auditing</p> <p>i. System security (5mks)</p> <ul style="list-style-type: none"> • The bidder should be able to describe how the system will be secured, which includes data, software, and hardware, including protection from theft, unauthorized access and modifications, and accidental or intentional damage. • Describe Systems security privacy and system integrity measures to be implemented. <p>ii. System Audit trail techniques (5 mks)</p> <ul style="list-style-type: none"> • The bidder should be able to provide documented evidence of various control techniques that a transaction is subject to during its processing. This shall include steps to be carried out as part of accounting for recovering lost transaction through audit trails 	10
3	<p>Detailed explanation of components and related workflows of Assembly E-Business system</p> <ul style="list-style-type: none"> • Detailed description of integration between the E-business system and the EDMS system (10) • Detailed description of E-business modules functionality. (5) • Detailed work-flow description. (5) 	20

4	<p>i). A detailed work plan for performing the assignment. (2marks)</p> <p>(ii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing. (3marks)</p> <p>(iii) A detailed approach and proof of concept on possible innovative and creative measures that can be undertaken by the County Assembly of Siaya to provide for a sustainable implementation of E-business system and third party system integration. (3 marks)</p> <p>(iv) Draft Service Level Agreement or Contract. Final Agreements will not deviate materially from the draft provided i.e the agreements must provide a realistic outlook that will not deviate materially from the final version. (2 marks)</p>	10
5	<p>The bidder must have locally available qualified and experienced IT personnel who will provide assistance in the installation, implementation, training and utilization of the system.</p> <p>Curriculum vitae (CVs) and academic certificates for FIVE (5) senior most employees</p>	20

	<p>1. Team leader: At least a Masters' degree in Project Management with a degree in Business Information technology, computer science or other relevant field. (6 marks)</p> <p>Experience</p> <ul style="list-style-type: none"> • Minimum of 10 years in serving as a project manager with full Information Technology or accountability for project delivery and Information Systems or any responsibility for the work of others. • Exposure to and/or experience with information security/audit concepts and technologies will be an added advantage. <p>In addition, the team leader must have:</p> <ul style="list-style-type: none"> • Proven experience in leading and managing the delivery of systems/software projects in structured environment • Experience in a variety of software development approaches and methodologies including agile and/or scrum methodologies • A strong knowledge of softwareQA methodologies, tools and processes. <p>2. Database administrator: At least Degree in Computer Science or equivalent from a recognized university Training/certification in elation database design (4 marks)</p> <p>Experience Minimum of 10 years post qualification experience</p> <p>3. Software Developers (2): At least Degree in Computer Science or equivalent from a recognized university (6marks)</p> <p>Experience</p> <ul style="list-style-type: none"> • Must have 10 years' experience in development of secure web based and mobile application systems. 	
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	<ul style="list-style-type: none"> • Software Developers must have: Knowledge and skills in, design, coding, documenting, testing and debugging of web applications • Advanced knowledge of relational database management systems • Working knowledge in Application Programming Interface (API) development for systems integration. • Expert proficient in Agile Software development process • Experience in software development of using various languages <p>IV. System Security Analyst: Degree in Telecommunications engineering from a recognized University. (4 marks)</p> <p>Experience</p> <ul style="list-style-type: none"> • Must have 10 years' experience in Cybersecurity, Network infrastructure and cloud based infrastructure security systems 	
6	<p>Project Management, Implementation Plan and Methodology</p> <p>Detailed Methodology (1 Marks)</p> <p>Detailed Training and skills Transfer plan (2 Marks)</p> <p>Training Curriculum (2 Marks)</p> <p>Detailed Integration plan (1 Marks)</p> <p>Warranty and Support plan (1 Marks)</p> <p>Draft SLA plan detailing escalation matrix, support and communication structure (3 Marks)</p>	10
7	<p>Accreditation and Certifications</p> <p>Relevant ICTA certification (5 Marks)</p> <p>Site Visit form (5 Marks)</p>	10
	TOTAL POINTS	100

Note: Only bidder(s) whose total score (Ts) is 70 points and above shall be considered for further evaluation.

The bidders attaining the minimum qualifications will be subjected to due diligence before award.

If the bidder is found to have given **false** information, his bid shall be automatically disqualified without further reference to the bidder.

SECTION VII: GENERAL CONDITIONS OF CONTRACT
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SECTION III: GENERAL CONDITIONS OF CONTRACT

Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.4 Patent Rights

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

3.5 Performance Security

3.5.1 Within fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC.

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

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

a)

b) A bank guarantee.

3.5.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.6 Delivery of services and Documents

3.6.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

3.7 Payment

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

3.8 Prices

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

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

Where contract price variation is allowed the variation shall not exceed 15% of the original contract price

3.9 Assignment

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

3.10 Termination for Default

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.11 Termination of insolvency

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

3.12 Termination for convenience

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

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

3.13 Resolution of disputes

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

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

3.14 Governing Language

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

3.15 Force Majeure

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

3.17.1 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya

3.18 Notices

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

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

SECTION VII: SPECIAL CONDITIONS OF CONTRACT

Appendix to Instructions to Tenderers

The following information for the procurement of **Supply, Installation, Configuration and commissioning of County Assembly E-Business process system**, shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
3.7 Payment	Payments shall be processed by the procuring entity after delivery of service and upon submission of a correct invoice by the Supplier. Payments shall be made in Kenya shillings.

SECTION VII: STANDARD FORMS

- 1. Form of Tender:** The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
- 2. Contract Form:** The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price
- 3. Confidential Business Questionnaire Form:** This form must be completed by the tenderer and submitted with the tender documents.
- 4. Tender Securing Declaration Form:** Must be filled and stamped.
- 5. Performance security form.**
- 6. Bank guarantee for advance payment**
- 7. Letter of Award.**
- 8. Public Procurement Administrative Review Board**
- 9. Bid Submission Form.**

I. FORM OF TENDER

Date _____

To: _____

Tender No _____

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. _____ [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver _____ (insert description of Service) in conformity with the said tender documents for the sum of _____ (total tender amount in figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

1.1 We undertake, if our Tender is accepted, to
.....
.....

2. in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by _____ (Procuring entity).

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

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this: _____ day of _____ 20 _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of _____

III CONTRACT FORM

1. THIS AGREEMENT made on the _____ day of _____ 20 _____ between _____ [*name of Procurement entity*] of _____ [*country of Procurement entity*] (hereinafter called “the Procuring entity) of the one part and _____ [*name of tenderer*] of _____ [*address of tenderer*] (hereinafter called “the tenderer”) of the other part;

1.2 WHEREAS the Procuring entity invited tenders for **COUNTY ASSEMBLY E-BUSINESS PROCESS SYSTEM** and has accepted a tender by the tenderer for the provision of these services in the sum of _____ [*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

2. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

3. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- a. the Tender Form and the Price Schedule submitted by the tenderer
- b. the Schedule of Requirements
- c. the Schedules of Supplementary Information
- d. the Technical Specifications
- e. the General Conditions of Contract
- f. the Special Conditions of contract
- g. the Contract Form
- h. the Procuring Entity’s Notification of Award
- i. the Tenderer’s Acceptance Letter; and
- j. any other document forming part of the contract.

4. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such

other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

The Common Seal of _____

Was hereunto affixed in the presence of: _____

Signed, Sealed, and Delivered by the said _____

In the presence of: _____

Tendering Signature of Procuring Entity _____

Binding Signature of Contractor _____

IV CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form

<p>Part 1 – General:</p> <p>Business Name _____</p> <p>Location of business premises: _____ Plot No _____</p> <p>Street/Road _____ Postal Address _____ Tel No. _____</p> <p>Fax _____ E mail _____ Nature of Business _____ Registration Certificate No _____</p> <p>Maximum value of business which you can handle at any one time – Kshs _____</p> <p>_____ Name of your bankers _____ Branch _____</p>

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full _____ Age _____ Nationality _____ Country of origin _____</p> <p>Citizenship details _____</p>																				
	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table> <thead> <tr> <th>Name</th><th>Nationality</th><th>Citizenship Details</th><th>Shares</th></tr> </thead> <tbody> <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> <tr> <td>4. _____</td><td>_____</td><td>_____</td><td>_____</td></tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1. _____	_____	_____	_____	2. _____	_____	_____	_____	3. _____	_____	_____	_____	4. _____	_____	_____	_____
Name	Nationality	Citizenship Details	Shares																		
1. _____	_____	_____	_____																		
2. _____	_____	_____	_____																		
3. _____	_____	_____	_____																		
4. _____	_____	_____	_____																		
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public _____ State the nominal and issued capital of company-Nominal Kshs. _____ Issue Kshs. _____</p> <p>Given details of all directors as follows</p> <table> <thead> <tr> <th>Name</th><th>Nationality</th><th>Citizenship Details</th><th>Shares</th></tr> </thead> <tbody> <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> <tr> <td>4. _____</td><td>_____</td><td>_____</td><td>_____</td></tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1. _____	_____	_____	_____	2. _____	_____	_____	_____	3. _____	_____	_____	_____	4. _____	_____	_____	_____
Name	Nationality	Citizenship Details	Shares																		
1. _____	_____	_____	_____																		
2. _____	_____	_____	_____																		
3. _____	_____	_____	_____																		
4. _____	_____	_____	_____																		
<p>Date _____ Signature of Candidate _____</p>																					

• If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration

V TENDER SECURING DECLARING FORM

Date: _____

Tender No _____

To: County Assembly of Siaya
P. O. Box 195, 40400
SIAYA.

We the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering in any contract with County Assembly of Siaya for the period of time of.....[insert number of months or years] starting on[Insert date],if we are in breach of our obligation(s) under the Tender conditions, because we;

- a. Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender or;
- b. Having been notified of the acceptance of our tender by the procuring entity during the period of Tender validity;

i.Fail or refuse to execute the Contract, if required, or

ii.Fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

- 1) Our receipt of your notification to us of the name of the successful Tenderer; or
- 2) Thirty days after the expiration of our tender.

Signed _____
[Insert signature of person whose name and capacity are shown]

In the Capacity of _____
[Insert legal capacity of person signing the Tender Securing Declaration]

Name: _____
[Insert complete name of person signing the Tender Securing Declaration]

Duly authorized to sign the Tender for and on behalf of: _____*[Insert complete name of Tenderer]*

Dated on _____ day of _____ 20

_____ *[Insert date of signing]*

Corporate Seal (where appropriate)

VI PERFORMANCE SECURITY FORM

To: _____ [*Name of the Procuring entity*]

WHEREAS _____ [*Name of tenderer*]

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

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

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

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

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

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

This guarantee is valid until the _____ day of 20____. Signature and seal of the Guarantors

_____ [*name of bank or financial institution*] _____ [*address*]

_____ [*date*]

(Amend accordingly if provided by Insurance Company)

VII BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____

[name of tender] _____

Gentlemen and/or Ladies:

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

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

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

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

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

Yours truly,

Signature and seal of the Guarantors _____ [name of bank or financial institution]
[address] _____ [date]

VIII LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO..... OF.....20.....

BETWEEN

..... APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of

.....dated the...day of20.....in the matter of Tender

No.....of20...

REQUEST FOR REVIEW

I/We....., the above named Applicant(s), of address: Physical address..... Fax No.....Tel. No..... Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds, namely: -

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

SIGNED (Applicant)

Dated on..... day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
day of20.....

SIGNED

Board Secretary

RE: Bid Submission Form

To: Director Supply Chain Management services

Dear Sir/Madam:

1.3 We, the undersigned, hereby offer to carry out the service required for the and related services required for in accordance with your Invitation to Bid dated _____. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

- a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the PPRA or other such lists of other agencies, nor are we associated with, any company or individual
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by County Assembly of Siaya.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB

We agree to abide by this Bid for [120 Days as indicated in Data Sheet].

1.8 We undertake, if our Bid is accepted, to initiate the re-location and establishment of primary data center and land upgrade services and provision of related services not later than the date indicated in the Data Sheet.

No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

We fully understand and recognize that the County Assembly of Siaya is not bound to accept this Bid, that we shall bear all costs associated with its preparation and submission, and that County Assembly of Siaya will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:_____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[please mark this letter with your corporate seal, if available]