

COUNTY GOVERNMENT OF BUNGOMA



OFFICE OF THE COUNTY SECRETARY

TENDER DOCUMENT

FOR

**SUPPLY, INSTALLATION, IMPLEMENTATION AND COMMISSIONING OF HUMAN
RESOURCES MANAGEMENT SYSTEM**

TENDER NO.: _____

NEGOTIATION NUMBER: _____

SUBMISSION DEADLINE:

DATE _____ **at** _____ **A.M.**

PREPARED BY: _____ **SIGN:** _____

APPROVED BY: _____ **SIGN** _____

TABLE OF CONTENTS

	Page
SECTION I	INVITATION TO TENDER..... 3
SECTION II	INSTRUCTIONS TO TENDERERS..... 4
	APPENDIX TO INSTRUCTIONS TO TENDER 14
SECTION III	GENERAL CONDITIONS OF CONTRACT..... 17
SECTION IV	SPECIAL CONDITIONS OF CONTRACT..... 21
SECTION V	SCHEDULE OF REQUIREMENTS..... 22
SECTION VI	TECHNICAL SPECIFICATIONS 23
SECTION VII	STANDARD FORMS..... 35

1. SECTION I- INVITATION TO TENDER

RE: TENDER. NO BGM/CNTY/CS/OT/002/2019-2020:

SUPPLY, INSTALLATION, IMPLEMENTATION AND COMMISSIONING OF HUMAN RESOURCES MANAGEMENT SYSTEM

The County Government of Bungoma through the office the County secretary) invites tenders from interested eligible Firms for the Supply, Delivery, Installation and Commissioning of Human Resources Management System.

Interested eligible candidates may download a complete Detailed tender document with evaluation criteria from the County Government websites www.bungoma.go.ke or www.tenders.go.ke **FREE OF CHARGE** using the **Unique IFMIS NEGOTIATION** number indicated in the invitation to tender advert. Prices quoted should be **net inclusive of all taxes** and must be in Kenya Shillings and should remain valid for **120 days** after date of tender opening.

NOTE: Bidders who may experience challenges in accessing and uploading their tenders in the IFMIS tender portal should contact IFMIS help desk (email [http/ifmis.go.ke](mailto:help@ifmis.go.ke),Tel

0800721477/020480180)at the treasury or contact supply chain management office located behind H.E the Governor's office County Government of Bungoma for assistance during official working hours(Monday-Friday 8:00 A.M-5:00P.M.)

Note that **ONLY** those meeting the criteria indicated below as minimum, supported by the relevant documents at submission will be considered for further evaluation.

Mandatory requirements

- 1) Attach Certified Copy of Certificate of registration/incorporation.
- 2) Attach Certified Copy of valid tax compliance certificate/exemption certificate issued by KRA
- 3) Attach Certified Copy of CR 12 certificate for limited companies
- 4) Attach Certified KRA Pin certificate issued by KRA
- 5) Attach Dully filled, signed and stamped Tender form
- 6) Attach Dully filled, stamped and signed Business Questionnaire Form
- 7) Attach Certified Single Business Permit.
- 8) **MUST** provide Copies of the national ID/passport for the directors as per CR12
- 9) All pages **MUST** be serialized/paged
- 10) Attach Bid security of kshs 130,000 **The tender security shall be in the form of a Guarantee issued by a Bank or Insurance Company accepted by PPRA**
- 11) **MUST** fill ,stamp ,sign and submit the debarment declaration form in the format provided in this tender document

MANUAL SUBMISSION Will Not Be Accepted. All Tenders Must Be Submitted Through the Ifmis Platform

DIRECTOR SUPPLY CHAIN MANAGEMENT SERVICES.

FOR COUNTY CHIEF OFFICER COUNTY SECRETARY AND PUBLIC SERVICE

2. SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

2.1.2 The County Government of Bungoma's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under Section 59 of the PPAD Act 2015

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 County Government of Bungoma 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 County Government of Bungoma, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.2 The document shall be downloaded free of charge from the County Government of Bungoma website www.bungoma.go.ke or www.tenders.go.ke.

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 service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration 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 not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

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

2.5 Amendment of documents.

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9, and 2.10 below

b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

c) Tender security furnished is in accordance with Clause 2.12

d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

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

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

2.9.6 Price variation requests shall be processed by the County Government of Bungoma within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security of **Kshs 130,000**

2.12.2 The tender security shall be in **the form of a Guarantee issued by a Bank or Insurance Company accepted by PPRA**

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

2.12.4 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

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

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

2.12.6 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

2.12.7 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.

2.12.8 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.

2.12.9 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 County Government of Bungoma, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the County Government of Bungoma as non-responsive.

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

2.14 Format and Signing of Tender

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

2.15 Deadline for Submission of Tenders

2.15.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **THURSDAY 4TH FEBURARY, 2021 AT 11.00 A.M.” local time.**

2.15.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.16 Modification and withdrawal of tenders

2.16.1 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 County Government of Bungoma prior to the deadline prescribed for the submission of tenders.

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

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

2.16.4 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.

2.16.5 The County Government of Bungoma may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.16.6 The County Government of Bungoma 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.

2.17 Opening of Tenders

2.17.1 The County Government of Bungoma will open all tenders in the presence of tenderers' representatives who choose to attend, at **THURSDAY 4TH FEBURARY, 2021, AT 11.00 A.M.” local time.** And in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.17.3 The County Government of Bungoma will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.18 Clarification of tenders

2.18.1 To assist in the examination, evaluation and comparison of tenders the County Government of Bungoma 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.

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

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.19 Preliminary Examination and Responsiveness

2.19.1 The County Government of Bungoma 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.

2.19.2 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.

2.19.3 The County Government of Bungoma may waive any minor informality or non conformity 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.

2.19.4 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.

2.19.5 If a tender is not substantially responsive, it will be rejected by the County Government of Bungoma and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.20 Conversion to a single currency

2.20.1 Where other currencies are used, the County Government of Bungoma 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.

2.21 Evaluation and comparison of tenders.

2.21.1 The County Government of Bungoma will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.21.2 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.

2.21.3 The County Government of Bungoma’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 the evaluation committee, appointed by the Client shall evaluate the bids on the following basis:

Area	Criteria	% Weight	Specific Notes
Preliminary evaluation	Compliance evaluation	Elimination	Vendors who do not comply with the mandatory requirements will be eliminated at this stage
Technical (80%)	Desktop technical evaluation	41	Bids that score less than 80% will be eliminated at this stage.
	Technical and functional demonstration of the solution	59	
Financial (20%)	Best price bid	20	Financial proposals will be scored using the formula provided below
TOTAL SCORE		100	

(a) Preliminary Evaluation

- Certified Copy of Certificate of registration/incorporation.
- Certified Copy of valid tax compliance certificate/exemption certificate issued by KRA
- Certified Copy of CR 12 certificate for limited companies
- Certified KRA Pin certificate issued by KRA

- Dully filled, signed and stamped Tender form
- Dully filled, stamped and signed Business Questionnaire Form
- Certified Single Business Permit.
- MUST provide Copies of the national ID/passport for the directors as per CR12
- All pages MUST be serialized/paged
- Bid security of kshs 130,000.

(b) Technical evaluation.

The technical evaluation will be carried out through a 2 stage process involving:

- a. Evaluation of vendor responses to the RFP: All the vendors will be invited to demonstrate their solutions.
- b. Evaluation of vendors' demonstrations: The vendors will be required to demonstrate capabilities of their solution as per their response to the RFP. Scores awarded at this stage will be added to scores from the RFP evaluation to give the total technical score. The respective weights are indicated in the table above.

Stage	Evaluation area	Marks
RFP Evaluation		
	Experience from 3 customers (Relevant Reference letters, Contracts / Purchase orders)	10
	Curriculum vitae of the proposed team of the vendor: <ul style="list-style-type: none"> • Project Manager – Minimum of a degree in ICT and experience awarded as follows: <ul style="list-style-type: none"> ○ < 5 years (2 Marks) ○ > 5 years (5 Marks) • 2 Software Consultant (3 Marks each) • HR expert (4 Marks) 	15
	Methodology: <ul style="list-style-type: none"> • Implementation approach • Work plan 	6
	Financial capability: <ul style="list-style-type: none"> • Financial statement for the last 3 months • Audited financial accounts for the last 3 years 	10

Stage	Evaluation area	Marks
Demonstration	System Presentation (User interface): <ul style="list-style-type: none"> • Web enabled • Appealing • Help features • Navigation features 	4
	System Administration: <ul style="list-style-type: none"> • System administration landscape • System logs • Backup and restoration • Database management • Operating system 	5
	System security : <ul style="list-style-type: none"> • User profile management • User authorization management • Segregation of Duties • User audit Trail 	5
	HR Processes: <ul style="list-style-type: none"> • Recruitment • Employee orgnsisation management • Employee Management • Leave Management • Time and Attendance • Training and employee development • Employee Relations and Separation • Career and Succession Planning • Employee Assets Management • Performance appraisal management • Dashboard 	30
	HR Reports: <ul style="list-style-type: none"> • Customizable reports • Staff establishment reports • Employee List by ministries, departments and sections • Employee Actions (new hires, Transfers, promotions and terminations) • Leave reports (leave entitlements, Balances, leave applications, Leave taken) • Employee performance appraisal reports (Employee performance analysis) 	15
TOTAL TECHNICAL SCORE		100

NB: Bidders shall be required to obtain a minimum of Seventy (70) Marks at the Technical Evaluation to proceed to next Financial Evaluation stage. Those who score below 70 marks

will be eliminated at this stage from the entire evaluation process and will not be considered further.

c. Financial Evaluation

Verifying the financials and checking for arithmetical errors, omissions and price comparison among the qualified tenderers in accordance with the evaluation criteria.

i). Financial Score (F.S.); Formula for Determining the Financial Score:

The Lowest Financial Evaluated Bid amongst the bidders with score of 70 points and above is to be recommended for award subject to clause (ii) below.

ii). Due diligence

The tender evaluation committee shall carry out due diligence on the bidder's attributes before making the final recommendation for award

iii) Recommendation (s)

The tenderer/bidder among the qualified (responsive as per evaluation) with the lowest evaluated tender price as submitted and read out during the tender opening would be recommended for award. In the event there is tie in the lowest evaluated tender price, then the tenderer whose technical score is higher would be recommended.

Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers-
2.10	Particulars of other currencies allowed. <i>Prices shall be quoted in Kenya Shillings</i>
2.11	Particulars of eligibility and qualifications documents of evidence required
2.12	Particulars of tender security if applicable, a tender security of Kshs 130,000 in the form of a Guarantee issued by a Bank or Insurance Company accepted by PPRA
2.24.1	Particulars of post – qualification if applicable

2.27	Particulars of performance security if applicable N/A
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d. Post evaluation verification through site visits

Before award, site visits will be carried out for further verification of information provided by the vendor with the highest combined technical and financial score. The site visits will be carried out at relevant sites provided by the selected vendor and will be used to verify:

- i Existence of sites where the proposed solution is operational;
- ii Confirmation that a suitable implementation process was used and the solution was delivered as contracted;
- iii Confirmation that effective support is provided as contracted.

If through the site visits it is determined that information provided by the vendor in their response to the RFP is false, the vendor will be disqualified and site visits conducted to verify the solution of the vendor with the next highest combined financial and technical score.

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 County Government of Bungoma 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 County Government of Bungoma 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

2.24.1 Post qualification

- a) In the absence of pre-qualification, the County Government of Bungoma 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.
- b) 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.
- c) 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 County Government of Bungoma will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.24.2 Award Criteria.

- a. 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.
- b. The County Government of Bungoma 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.
- c. 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 County Government of Bungoma 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 County Government of Bungoma, 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 County Government of Bungoma 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 County Government of Bungoma will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO THE TENDERER	PARTICULARS OF APPENDIX TO INSTRUCTION TO THE TENDERER
2.1	Eligible tenderers: Firms registered in Kenya.
2.2.2	Price to be charged for tender documents Nil. The document will be down loaded free of charge from www.Bungoma.go.ke or www.tenders.go.ke
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required. Copies of: i)Certificate of Registration / Incorporation ii)Valid Tax Compliance Certificate
2.12.2	Particulars of tender security if applicable. Kshs. 130,000 valid for 150 days from the date of tender opening.
2.12.4	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by The Public Procurement Regulatory Authority (PPRA).
2.13	Validity of Tenders: Tenders Shall remain valid for 120 days after date of tender opening
2.20.1	Tenderers are required to submit the following MANDATORY DOCUMENTS which will be used during Preliminary Examination to determine responsiveness: <ol style="list-style-type: none"> 1. Attach Certified Copy of Certificate of registration/incorporation. 2. Attach Certified Copy of valid tax compliance certificate/exemption certificate issued by KRA 3. Attach Certified Copy of CR 12 certificate for limited companies 4. Attach Certified KRA Pin certificate issued by KRA 5. Attach Dully filled, signed and stamped Tender form 6. Attach Dully filled, stamped and signed Business Questionnaire Form 7. Attach Certified Single Business Permit. 8. MUST provide Copies of the national ID/passport for the directors as per CR12 9. All pages MUST be serialized/paged

	<p>10) Attach Bid security of kshs 130,000 The tender security shall be in the form of a Guarantee issued by a Bank or Insurance Company accepted by PPRA</p> <p>11) MUST fill ,stamp ,sign and submit the debarment declaration form in the format provided in this tender document</p> <p>At this stage, the tenderer’s submission will either be responsive or non- Responsive. The non-responsive submissions will be eliminated from the entire Evaluation process and will not be considered further.</p>
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SECTION III - TECHNICAL PROPOSAL

Table of Contents

	<i>Page</i>
1. Technical proposal submission form	
2. Firms references	
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity	
4. Description of the methodology and work plan for performing the assignment	
5. Team composition and Task assignments	
6. Format of curriculum vitae (CV) for proposed Professional staff	
7. Time schedule for professional personnel	

8. Activity (work schedule)

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: _____ [*Name and address of Client*]

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]

:

_____ [*Name of Firm*]

:

_____ [*Address:*]

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client: assignment.	Clients contact person for the
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any: Consultants:	No of Months of Professional Staff provided by Associated
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	

Narrative Description of project:
Description of Actual Services Provided by Your Staff:

Firm's Name: _____

Name and title of signatory; _____

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

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

- 1.
- 2.
- 3.
- 4.
- 5.

14. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: _____ 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 degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

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.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date:

[Signature of staff member]

_____ Date;

[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

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

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are months from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
Activity (Work)													

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report	
3. Draft Report	
4. Final Report	

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

	Page
1. Financial proposal submission Form	
2. Summary of costs	
3. Breakdown of price/per activity	
4. Breakdown of remuneration per activity	
5. Miscellaneous expenses	

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) *[Title of consulting services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

:

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Miscellaneous Expenses	
Subtotal	_____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____				
Name: _____				
Names	Position	Input (staff months, days or hours as appropriate)	Remuneration Rate	Amount
Regular Staff (i) (ii) (iii)				
Consultants				
Grand Total				

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ _____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				_____ _____

3. SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.4 Patent Right's

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

3.5 Performance Security

3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

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

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

a) A bank guarantee.

b) Such insurance guarantee approved by the Authority.

c) Letter of credit.

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

3.6 Inspections and Tests

3.6.1 The County Government of Bungoma or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The County Government of Bungoma shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the County Government of Bungoma. 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.6.3 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

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.

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

3.11.1 The procuring entity may at the anytime 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 on agreed amount for partially completed services.

3.13 Resolution of disputes

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

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.

3.16 Applicable Law.

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

3.17 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.

4. SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

4.2 *Contract Documents*

The following documents shall constitute the Contract documents

- a) Agreement,
- b) General Conditions of Contract and Special Conditions of contract
- c) Technical Specifications,
- d) Price Schedule
- e) Letter of Award and Acceptance,
- f) Contractors Tender Document

4.3 *Employer's Representative's Decisions*

Except where otherwise specifically stated, the Employer's Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

4.4 *Instructions*

4.4.1 The Contractor shall carry out all instructions of the County Government of Bungoma's Representative which are in accordance with the Contract.

4.4.2 All verbal instructions to the Contractor shall as soon as possible after such instructions have been made be confirmed in writing by the officer in charge / Representative.

4.5 *Management Meetings*

Communication between parties shall be effective only when in writing.

4.6 *Duration of Contract*

The resulting contract/Agreement would run for a period specified in the contract

4.7 *Termination*

4.7.1 The County Government of Bungoma may without prejudice to any other remedy accruing to it terminate this Agreement in writing in whole or in part if:

- a) By Breach of Contract**

The Contractor frequently fails to provide services of acceptable standards set by CGB in the performance of this Agreement and

ii). The Contractor fails to perform any other obligation under this Agreement.

4.8 Confidentiality

4.8.1 The Contractor, its Printing Officers, servants and agents shall not at any time during or after termination of this Agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of CGB.

4.9 Assignment.

4.9.1 The Contractor shall not assign or sub-contract any of its rights or duties under his Agreement.

4.10 Sub Contract

4.10.1 The contract shall not be sub-contracted under this agreement.

4.11 Payment Terms

The contractor will promptly be paid upon receipt of certified invoices confirming that the services have been delivered in accordance with the contract.

4.15 Tender Prices

4.15.1 The contract price will be fixed during the term of contract and not subject to variation on any account.

4.16 Insurance

4.16.1 The Contractor shall insure its personnel engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act of negligence or default of CGB, its servants or agents. The Contractor will indemnify CGB against all actions, claims and demands in respect of such injury.

4.17 Liquidated Damages

4.17.1 If the contractor fails to provide any or all of the services within the period(s) specified in the contract, CGB shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to the contract sum of the undelivered services until actual delivery of those services are met. After this CGB may consider terminating the contract.

4.18 Statutory Requirements

4.18.1 It is important that the Contractor fully understands the statutory duties of the CGB because it will be incumbent upon the Contractor to carry out the Service in accordance with those

statutory requirements on behalf of the CGB Any penalties prescribed by law and any consequential costs resulting from the Contractor failing to carry out those statutory duties shall be paid by the Contractor.

5. SECTION V – TECHNICAL SPECIFICATIONS

5.1. *Background information*

Bungoma County Government was established in 2013 as per the Constitution of Kenya 2010 which provides for the two levels of government.

The County is served by a network of post offices and sub-post offices in all the major urban areas. Private couriers, namely G-4S Security, Wells Fargo and a number of public service vehicle couriers also operate in the County. There are several mobile phone and internet service providers including Safaricom, Airtel-Kenya, Telkom-Kenya, Jamni Telkoms and Liquid Telkoms.

Administratively Bungoma County is divided into 12 Sub-Counties, 45 Wards and 236 Village Units each of which has operational offices. Politically the County has nine (9) constituencies and forty five (45) County Assembly Wards.

County government of Bungoma has more than 6000 employees spread within all the sub-counties and wards. Currently the employee records is manually maintained in manual files. As a result there are challenges of managing employee information manually.

In order to deal with the current challenges and improve efficiency, County Government of Bungoma is seeking the services of a competent system vendor who can supply, install, implement and commission a Human Resources Management system (HRMS). The HRMS should deliver the following:

- HRMS that will allow the County Government of Bungoma to properly execute and monitor all HR activities.
- Support of centralized processing of HR information: County Government of Bungoma seeks a system that will be accessible from all sub counties with central processing at one place domiciled at the county headquarters
- A well-established, user friendly and multi-user Product package which is appropriately sized for the County government environment
- Independent support by County Government of Bungoma within 6 months from commissioning of the system implementation. Adequate training of staff to ensure that County Government of Bungoma staff can operate and support the system across the organization;
- Accurate and timely staff information to enhance decision-making for County Government of Bungoma Management;
- Required support for more advanced technologies as they emerge e.g. support for wireless/mobile technology
- The specific modules of the targeted system and their respective functionalities are elaborated in the Technical and Functional requirements section.

5.2. TERMS OF REFERENCE

The successful bidder will be expected to carry out the following tasks:

- Supply, Install, Configure, Implement, train users and Commission of a Human Resources Management System;
- Identify the critical activities and milestones required for implementing the Proposed System in line with the County Government of Bungoma Objectives;
- Study the County Government of Bungoma HR processes and prepare the appropriate system design required to enable the processes;
- Provide input (sizing) to the necessary hardware and infrastructure design in order to ensure that the Proposed System can perform adequately;
- Provide a data migration strategy by carrying out cleaning and migration of data from existing system or manual operations;
- Undertake testing, customization and operationalization of the Proposed System as per the User Requirements, for a period to be agreed upon at the designated implementation sites;
- Provide a pilot testing plan and its execution;
- Preparation and delivery of User Training (Training of Trainers-ToT), Installation, Technical, Training, System & Other Manuals containing all features pertaining to the Proposed System. This should also include use of the system, troubleshooting and operational guidelines;
- Identify training needs for the County Government of Bungoma Staff in relation to the HRMS operation and design the appropriate training programs;
- Training of County Government of Bungoma Staff in use of the Proposed System and generating all desired reports along with modification of the same;
- Provide post go-live, technical, functional and maintenance support services needed after the successful implementation of the Proposed System for a period to be agreed upon on.

5.3. SYSTEM REQUIREMENTS

Bidders shall provide a schedule of compliance listing every sub clause of the following technical requirements, with the words “**complied**” or “**not complied**” in line with the capabilities of the quoted solution.

- The word “complied” shall be used where the requirement is an integral part of the proposed solution.
- The use of the word “**Noted**” is inadequate and will be equated to “not complied”. Where a clause is stated to be “**not complied**”, but the Bidder feels that the capabilities of the system offered provide for an **alternative but equally effective functionality**, the Bidder can mention it. These clauses will be qualified by “**not complied with, but alternative is offered**”.
- The “alternative” offer will be limited to three options where the tenderer shall provide details on whether:
 - o Third party interface(s) will be required to comply with the requirement,
 - o Customization will be required to comply with the requirement,
 - o The requirement is part of another requirement (indicate the other requirement)
- Only the system that fully comply with the requirement or alternative offered is equivalent or better than the stated requirement will be considered.

5.3.1. TECHNICAL SPECIFICATIONS

5.3.1.1. General Technical Specifications

No	Requirement	Vendor response (Complied /Not Complied)	Comment
1	Ability to link bio-matric device to the system		
2	Ability to support multiple levels of security profiles		
3	Ability to support a stringent Change Control process and detailed audit trail		
4	Level of customization & configuration should follow a standard & stringent process.		
5	There should be a robust search engine allowing multiple search functionalities.		

No	Requirement	Vendor response (Complied /Not Complied)	Comment
6	All data and attachments should be easily stored, retrievable, and backed up.		
7	Solution is web based and has provision for self-services to support an employee number of approximately 6000		
8	Ability to run on Windows Operating system		
7	Based on a relational database Management System that supports large data volumes		
9	Ability to support upgrades and version control		
10	Hosting: On-premise using Bungoma County own infrastructure		
11	Compatible with the latest versions of common browsers, including internet explorer, Chrome, Firefox, Safari and Edge.		
12	Vendor shall provide in-house training to technical and functional system users.		

5.3.2. LEGAL REQUIREMENTS

No	Requirement	Vendor response (Complied /Not Complied)	Comment
1	The system should be able to meet laws and regulations of Republic of Kenya. Including but not limited to working hours, leave requirements, taxes, employee relations and others (Labour Laws)		

5.3.3. EMPLOYEE MANAGEMENT

No	Requirement	Vendor response (Complied /Not Complied)	Comment
2	Ability to maintain key employee and organizational information for personnel and payroll. Details include;		
	<ul style="list-style-type: none"> • Organization structures and organograms 		
	<ul style="list-style-type: none"> • Employee Bio Data information (name, passport details, dependents, address, qualifications, Photographs, position, etc.) 		
	<ul style="list-style-type: none"> • Employee history 		
	<ul style="list-style-type: none"> • Tax & bank related details 		
	<ul style="list-style-type: none"> • Payroll related details such as (retirement fund details, medical insurance, taxes, travel allowances, grades, various deductions 		
	<ul style="list-style-type: none"> • Additional user defined fields for other information, etc. 		
3	Support multiple position assignments per employee, with the possibility of each position involving a separate employee contract for that employee.		
4	Ability to reinstate an employee who was previously terminated.		
5	The employee code should be independent of the department. However the department coding should be in line with the Cost Centers.		
6	Ability to accept current employee numbers and provide for the sort code by department, titles and locations. The sort code shouldn't be by numbers.		
7	Option to prompt the users on expiry of items such as contracts, probation periods, etc.		

5.3.4. RECRUITMENT

No	Requirement	Vendor response (Complied /Not Complied)	Comment
1	Ability to track and maintain vacancy related information :		
	<ul style="list-style-type: none"> • vacant and filled positions (per organograms) 		
	<ul style="list-style-type: none"> • Details of vacant positions, such as grades, required qualifications, skill sets etc. 		
	<ul style="list-style-type: none"> • Location 		
	<ul style="list-style-type: none"> • Ability to input a Master Career and Employee Career Plan. The system MUST have the ability of matching employees to selected jobs. 		
2	Ability to store application details including Bio data, personal details, address, confidential details, employment details, company structure details, current salary details, employee history, tax, and employee qualifications, photos.		
	<ul style="list-style-type: none"> • Ability to track key recruitment statistics such as; 		
	<ul style="list-style-type: none"> • Total applicants; 		
	<ul style="list-style-type: none"> • Regretted applicants; 		
	<ul style="list-style-type: none"> • Total internal applicants; 		
	<ul style="list-style-type: none"> • Total external applicants; and 		
	<ul style="list-style-type: none"> • Total male and female applicants. 		
3	Ability to track and maintain recruitment costs such as;		
	<ul style="list-style-type: none"> • advertising 		
	<ul style="list-style-type: none"> • placement fee 		
	<ul style="list-style-type: none"> • hiring, 		
	<ul style="list-style-type: none"> • any other costs; and 		
4	Ability to track recruitment workflows such as;		
	<ul style="list-style-type: none"> • Internal applicants checks; 		
	<ul style="list-style-type: none"> • Recruitment stages up to acceptance and contracting 		
	<ul style="list-style-type: none"> • automatic letter generation to applicants; 		

No	Requirement	Vendor response (Complied /Not Complied)	Comment
	<ul style="list-style-type: none"> • Display history of all stages of the recruitment process 		
	<ul style="list-style-type: none"> • Add/update or attach competencies for each position; 		
	<ul style="list-style-type: none"> • Add proposed salary for the applicant 		
	<ul style="list-style-type: none"> • Generate application checklist according to stored checklist items. 		
	<ul style="list-style-type: none"> • Maintain induction checklist 		
5	Maintain file of applicants for future vacancies.		

5.3.5. LEAVE MANAGEMENT

No	Requirement	Vendor response (Complied /Not Complied)	Comment
	Ability to upload Leave Balances		
1	Ability to maintain leave records of all employees including leave types, rates, history due dates etc. Please elaborate		
2	Ability to maintain a leave planner/ schedules by business unit or department.		
3	Ability to provide online leave self-entry applications		
4	Ability to calculate accurate detailed departmental and individual accruals for holiday entitlements at any point in time.		
5	Record rules on carrying over excess leave and reports in advance on employees' status.		

No	Requirement	Vendor response (Complied /Not Complied)	Comment
6	Provide electronic leave forms which can be filled and submitted by employees.		
7	Ability to support leave accrual plans and number of other absence balances?		
8	Check for overlapping leave dates.		
9	Allow departmental heads or managers to authorize leave.		
10	Calculate total leave and remaining leave days		
11	Leave self-service for employees to apply for leave, see balance of leave, and retract leave if necessary.		
12	Provide various leave related reports. Vendor to elaborate with a list of reports in the system		

5.3.6. TIME AND ATTENDANCE

No	Requirement	Vendor response (Complied /Not Complied)	Comment
1	Ability to create shifts		
2	Ability to edit job shifts		
3	Ability to assign employee to shifts		
4	Ability to maintain shift register		
5	Ability to support Attendance logs		
6	Ability to integrate with Biometric system		
7	Has elaborate Time and Attendance reports		

5.3.7. TRAINING AND DEVELOPMENT

No	Requirement	Vendor response (Complied /Not Complied)	Comment
1	Ability to maintain and track pre-determined career development goals.		
2	Ability to maintain training and skills development related information such as among other; Skill development needs for staff. Training plan for each employee. course attended with details for the employees course details and schedules course evaluation information		
3	Produce standard letters for course administration.		
4	Monitor and track all training costs i.e. Ability to calculate total cost of each course; and Ability to develop costs of each course per individual. Training Budgets		
5	Provide pre work notification, confirmation and updates when a course is scheduled.		
6	Ability to perform various skills development administrative tasks, such as add/ delete a course, book a venue, calculate course start & end dates, book a facilitator, cancel a course, delete venue bookings, delete a course, and delete a facilitator.		
7	Ability to check if the course is full, venue is already booked, learner has already booked		

No	Requirement	Vendor response (Complied /Not Complied)	Comment
	the same course, and all prerequisites have been completed.		
8	Option to transfer bookings, courses and waitlists.		

5.3.8. EMPLOYEE SEPARATION

No	Requirement	Vendor response (Complied /Not Complied)	Comment
1	Ability to schedule retirement		
2	Ability to support employee termination request and approval workflow		
3	Re-instate a terminated employee (with a continuation of the old date). This enables an employee who was previously terminated to be re-engaged with a start date (reversal of termination).		
4	Ability to re-engage a terminated employee. Enable an employee who was previously terminated to be re-engaged with a new start date.		
3	Ability to block salary entries, block and recover loans, block medical aid details, block pension details, create termination checklist, create exit interview questionnaire, check for any outstanding comments, and calculate final payment.		
4	Ability to reassign an employee to a new position		
5	Ability to transfer an employee from one work location to another.		

5.3.9. HEALTH AND SAFETY

No	Requirement	Vendor response (Complied /Not Complied)	Comment
1	Ability to maintain incident and accident details.		
2	Ability to maintain hazard register.		
3	Ability to support the register of safety competency levels.		
4	Provide various health and safety related reports. Please elaborate with a list of reports in the system		
5	Keeps a records of health & safety equipment for all staff		
6	Provides standard templates for incident reports.		
7	Allows for separate tracking of wellness programs		
8	Produce system generated standard reports which is prepopulated from existing data		

5.3.10.EMPLOYEE RELATIONS

No	Requirement	Vendor response (Complied /Not Complied)	Comment
1	Ability to track and maintain disciplinary related information per employee.		
2	The system should be able to maintain and classify employee cases i.e. disputes, grievances, discipline, appeals, conciliation, arbitration, labor court, operational requirements, incapacity, and counseling.		

5.3.11.CAREER & SUCCESSION PLANNING

No	Requirement	Vendor response	Comment
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		(Complied /Not Complied)	
1	Ability to input a Master Career and Employee Career Plan. The system MUST have the ability of matching employees to selected jobs.		

5.3.12.ASSETS MANAGEMENT

No	Requirement	Vendor response (Complied /Not Complied)	Comment
1	Ability to create asset categories and sub categories		
2	Ability to maintain asset records		
3	Ability to assign assets to employees		
4	Ability to track asset assignments		
5	Ability to track lost and spoiled assets		
6	Ability to report on assets		

5.3.13.BENEFITS MANAGEMENT

No	Requirement	Vendor response (Complied /Not Complied)	Comment
1	Ability to track and search historical benefits elections/changes		
2	Support various validations between enrolment options and employee elections.		
3	Ability to manage both employee and employer contributions.		
4	Ability to support automatic calculation of benefit contributions for plans that have multiple triggers for reducing premiums.		
5	Ability to provide notifications or triggers that alert an employee of changes (life event changes, annual reminder).		
6	The solution should be able to handle Benefits Administration for new hires and employee life events		
7	Ability to Dependent records are linked at		

	the plan level not at the employee level. For example, an employee can link their spouse only to medical but their whole family to dental.		
8	Provide notifications or triggers that alert an employee of changes (life event changes, annual reminder).		

5.3.14.APPRAISAL MANAGEMENT

No	Requirement	Vendor response (Complied /Not Complied)	Comment
1	Ability to support configuration of the following: <ul style="list-style-type: none"> • Appraisal periods • Performance ratings • Key performance indicators 		
2	Ability to supports a process flow for performance appraisals?		
3	Ability to support self-appraisal		
4	Ability to support manager appraisal		
5	Ability to automatically calculate an overall evaluation score?		
6	Ability to generate detailed appraisal reports		

5.3.15.DASHBOARD

No	Requirement	Vendor response (Complied /Not Complied)	Comment
1	Ability to support a customizable dashboard to allow users to create their own dashboards to offering a selection of color schemes, and other features that significantly increase employee engagement with HRMS.		

2	Ability to support multiple data analysis features on the dashboard. E.g. graphs		
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5.3.16.HUMAN RESOURCE REPORTS

No	Requirement	Vendor response (Complied /Not Complied)	Comment
1	Ability to support customizable report generation		
2	Ability to generate Employee data reports including but not limited to the following : <ul style="list-style-type: none"> • Employee list • Next of Kin list • Education list • Years of service • Contracts 		
3	Ability to generate employee actions reports including but not limited to the following: <ul style="list-style-type: none"> • Employee hiring report • Employee transfers • Employee disciplinary report • Employee retirement report • Employee terminations 		

6. SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

FORM OF TENDER

Date _____ Tender

No. _____

To.....

.....

[Name and address of procuring entity] Gentlemen

and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers]*, the of which is hereby duly acknowledged, we, the undersigned, offer to provide.
[description of services] in conformity with the said tender documents.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20

[signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

CONTRACT FORM

THIS AGREEMENT made the ___ day of _____ 20___ between..... [Name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures] NOW

THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written. Signed, sealed, delivered by _____ the _____ (for the Procuring entity) Signed, sealed,

delivered by _____ the _____ (for the tenderer) in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

Part 1 General

Business Name

Location of Business Premises

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>																				
	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th data-bbox="203 1108 284 1140">Name</th> <th data-bbox="483 1108 625 1140">Nationality</th> <th data-bbox="776 1108 1015 1140">Citizenship details</th> <th data-bbox="1140 1108 1226 1140">Shares</th> </tr> </thead> <tbody> <tr> <td data-bbox="256 1171 284 1203">1.</td> <td colspan="3" data-bbox="300 1171 1388 1203">.....</td> </tr> <tr> <td data-bbox="256 1234 284 1266">2.</td> <td colspan="3" data-bbox="300 1234 1388 1266">.....</td> </tr> <tr> <td data-bbox="256 1297 284 1329">3.</td> <td colspan="3" data-bbox="300 1297 1388 1329">.....</td> </tr> <tr> <td data-bbox="256 1360 284 1392">4.</td> <td colspan="3" data-bbox="300 1360 1388 1392">.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.			2.			3.			4.		
Name	Nationality	Citizenship details	Shares																		
1.																				
2.																				
3.																				
4.																				

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company Nominal
Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.
2.
3.
4.

Date.....Signature of Candidate.....

Plot No,Street/Road

Postal addressTel No.Fax Email

Nature of Business

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.

Name of your bankers

Branch

TENDER SECURITY FORM

Whereas[name of the tenderer]
(hereinafter called “the tenderer”)has submitted its tender dated.....[date of
submission of tender] for the provision of
[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](herein after called “the Bank”)are bound unto.....

[name of procuring entity](herein after called “the procuring entity”) in the sum of for
which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its
successors, and assigns by these presents. Sealed with the Common Seal of the said Bank
this_____ day of 20_____. THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers; we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company) 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 supply.....

[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) 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 there under 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]

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.....of
.....20...

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