REPUBLIC OF KENYA

COUNTY GOVERNMENT OF SIAYA

TENDER DOCUMENT

FOR

SUPPLY, INSTALLATION, CONFIGURATION, CUSTOMIZATION, TESTING, COMMISSIONING AND MAINTENANCE OF AN INTEGRATED REVENUE MANAGEMENT SYSTEM

TENDER NO: CGS/SCM/FIN/2019-2020/001
Supplier Portal Negotiation No. 745283

CHIEF OFFICER	**COUNTRY SECRETARY**
FINANCE, ECONOMIC PLANNING & VISION 2030	**COUNTY GOVERNMENT OF SIAYA**
GOVERNMENT OF SIAYA	**P.O. BOX 803-40600**
P.O. BOX 803-40600	**SIAYA**
SIAYA	*June, 2019*

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TENDER NO: CGS/SCM/FIN/2019-2020/001 – FOR SUPPLY, INSTALLATION, CONFIGURATION, CUSTOMIZATION, TESTING, COMMISSIONING AND MAINTENANCE OF AN INTEGRATED REVENUE MANAGEMENT SYSTEM

The County Government of Siaya (CGS) invites sealed bids from eligible candidates for **SUPPLY, INSTALLATION, CONFIGURATION, CUSTOMIZATION, TESTING, COMMISSIONING AND MAINTENANCE OF AN INTEGRATED REVENUE MANAGEMENT SYSTEM (IRMS)**

Interested candidates may view / inspect/ obtain complete tender documents free of charge from the CGS website (www.siaya.go.ke).

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing/opening date of the tender. **Tenders must be accompanied by a Tender Security of Kenya Shillings Three Hundred Thousand (Kshs. 300,000) in the form of a guarantee acceptable under the Public Procurement and Asset Disposal Act, 2015 and The Public Procurement and Disposal Regulations, 2006, payable to the County Secretary, CGS.**

Completed tender documents are to be enclosed in plain sealed envelopes, clearly marked with the tender identification number and name and be deposited in the Tender Box provided at the main entrance of **ALEGO USONGA SUB-COUNTY OFFICES** within Siaya Town or be addressed and posted to:

**The County Secretary
County Government of Siaya
P.O. Box 803 - 40600
SIAYA**

so as to be received **on or before Monday 15th July, 2019 at 12.00 noon**

In addition, tenderers **SHALL** respond to the tenders through the **IFMIS Supplier portal,** by the deadline indicated above inorder to be eligible for evaluation and award.

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at the **Alego Usonga Sub-County Offices.**

**Director, Supply Chain Management
For: COUNTY SECRETARY**

SECTION II   –   **INSTRUCTIONS TO TENDERERS**

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to 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 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 55 of the Public Procurement and Asset Disposal 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 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 the 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 The price to be charged for the tender document shall not exceed Kshs.1,000/=

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

2.3 Contents of Tender Document

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

(i)	Instructions to Tenderers
(ii)	Appendix to Instructions to Tenderers
(iii)	General Conditions of Contract
(iv)	Special Conditions of Contract
(v)	Schedule of Requirements
(vi)	Details of Service
(vii)	Form of Tender
(viii)	Price Schedules
(ix)	Contract Form
(x)	Confidential Business Questionnaire Form
(xi)	Tender security Form
(xii)	Performance security Form
(xiii)	Declaration Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification 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 Tender Documents

2.4.1   A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring 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 the 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 candidates 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.

2.4.3   Preference where allowed in the evaluation of tenders shall not exceed 15%

2.5   Amendment of Tender 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 Tenders

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

2.7.1   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 paragraph 2.11.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
(c)   Tender security furnished in accordance with paragraph 2.12
(d)   Confidential Business Questionnaire
(e)   Declaration Form.

2.8.   Form of Tender

2.8.1   The tenderer shall complete the Tender Form 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 the 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 2.20.5

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 15% of the original contract price.

2.9.6 Price variation requests shall be processed by the procuring entity 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 paragraph 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 it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's 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 Instructions to Tenderers.

2.12.2 The tender security shall be stated as an absolute value and shall be an amount of not more than two percent of the tender as valued by the procuring entity.

2.12.3 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 2.12.8

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form:
   a)   Cash.
   b)   A bank guarantees.
   c)   Such insurance company guarantee as may be approved by the Public Procurement Regulatory Authority.
   d)   Letter of credit.
   e)   A guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.4 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28, and furnishing the performance security, pursuant to paragraph 2.29

2.12.8 The tender security may be forfeited:

   (a)   If a tenderer withdraws its tender after the deadline for submitting tenders but before the expiry of the period during which tenders shall remain valid.

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

(i)   to sign the contract in accordance with paragraph 2.28 or

(ii)   To furnish performance security in accordance with paragraph 2.29.

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

2.13.   Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity 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 Tenders

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each **"ORIGINAL TENDER" and "COPY OF TENDER,"** as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and 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 un-amended printed literature, shall be initialed 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 initialed by the person or persons signing the tender.

2.15   Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL TENDER**" and "**COPY OF TENDER**". The envelopes shall then be sealed in an outer envelope.

2.15.2 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 identification number and name in the invitation to tender and the words: **"DO NOT OPEN BEFOR, 15th July, *2019 at 12 NOON***

2.15.3 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 2.15.2 not later than **15th July, 2019 AT 12 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 2.5.3 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 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 tenders, is received by the Procuring entity prior to the deadline prescribed for 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 by fax or email 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 2.12.8.

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 within fourteen days of termination and such notice shall contain the reasons for termination.

2.18.   Opening of Tenders

2.18.1   The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **12.00 NOON ON MONDAY 15TH JULY, 2018** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2   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.

2.18.3   The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

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 of the tender 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 sureties 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 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 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.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, 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 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 consider, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4.

(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 2.22.3 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 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 may verify and 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 consider the tenderer 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 2.11.2 , 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

2.24.4 Subject to paragraph 2.22 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.

2.24.5 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.

2.24.6 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 2.26. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27 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   The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.27.2   Failure by the successful tenderer to comply with the requirement of paragraph 2.27.1 or paragraph 2.26.2 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 tender 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.

APPENDIX TO INSTRUCTIONS TO THE 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: **The tender is open to Incorporated Company's Registered in Kenya**
2.1.3	Qualification Information Statement: **Not required**
2.2.2	Price to be charged for tender documents. **Prospective Tenderers may download complete tender document free of charge from the County Government of Siaya website (www.siaya.go.ke).**
2.2.3	Reviewing the tender documents: **Prospective Tenderers can access and review the tender document free of charge from County Government of Siaya website (www.siaya.go.ke).**
2.7.1	**Documents Comprising the Tender:** Also includes all documents listed under 2.20.1 and 2.22 of this Appendix to Instructions to Tenderers.
2.9.5	Contract Price Variations: **Any contract rice variations shall be as allowable in the Public Procurement and Asset Disposal Act, 2015**
2.10	Particulars of other currencies allowed. **None**
2.11	Particulars of eligibility and qualifications documents of evidence required. **Copies of:** i) **Only ICT Solution Providers incorporated in Kenya are eligible** ii) **Qualification Requirements are as per 2.20.1 and 2.22 of this appendix to Instructions Tenderers**
2.12.1	Particulars of tender security if applicable**. Must Submit a Tender Security in the form of a guarantee acceptable under the Public Procurement and Asset Disposal Act, 2015 and The Public Procurement and Disposal Regulations, 2006, amounting to Kenya Shillings Three Hundred Thousand (Kshs. 300,000), valid for an additional thirty (30) days after the expiry of the tender validity period i.e. valid for 120 days after the date of tender opening**.
2.12.3	Denomination of Tender Security**: The tender security shall be denominated in Kenya Shillings and no other currency shall be allowed**
2.12.4	Form of Tender Security: **A guarantee acceptable under the Public Procurement and Asset Disposal Act, 2015 and The Public Procurement and Disposal Regulations, 2006, amounting to Kenya Shillings**
2.14.2	Signing of Tenders: ▪ **The tender shall be signed only by a person(s) duly authorized to bind the tenderer** ▪ **The tender document should additionally be serialized.**
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Supply chain Management Office.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.20.1	Tenderers are required to submit the following **MANDATORY DOCUMENTS** which will be used during **PRELIMINARY EXAMINATION** to determine responsiveness, notwithstanding any other requirement in the tender document: 1) **Tenderers must respond both electronically through the IFMIS Supplier Portal and also manually submit physical tender documents** 2) **Copy of certificate of Incorporation under the Company's Act** 3) **Copy of recent CR12 issued within the last 12 months from the date of tender opening.** *This may be verified with the Registrar of Companies* 4) **Copy of Valid Tax Compliance Certificate issued by the Kenya Revenue Authority** *(Will be verified on the KRA TCC Checker)* 5) **Tender Form duly Completed, Signed and Stamped by the Tenderer in the format provided.** 6) **Price Schedule duly Completed, Signed and Stamped by the Tenderer in the format provided.** 7) **Must Submit a Tender Security in the form of a guarantee acceptable under the Public Procurement and Asset Disposal Act, 2015 and The Public Procurement and Disposal Regulations, 2006 amounting to Kenya Shillings Three Hundred Thousand (Kshs. 300,000), valid for an additional thirty (30) days after the expiry of the tender validity period i.e. valid for 120 days after the date of tender opening.** 8) **Must submit a dully filled up Confidential Business Questionnaire in format provided** 9) **Must submit evidence on financial standing such as profit and loss statements and audited accounts reported within the last Eighteen (18) Months from the date of tender opening and signed by auditor(s) approved by Institute of Public Accountants of Kenya (ICPAK).** 10) **Must submit a duly completed and signed Confidential Business Questionnaire in format provided** 11) **A duly executed agreement if two or more firms are jointly responding to the tender being evidence of the said firm's collaboration. The agreement should indicate the nature and duration of the partnership. It should be signed and/or sealed by authorized signatories for all. The teaming agreement should clearly state the lead partner and the roles and responsibilities for all parties. The lead partner will take responsibility for delivery of the assignment** 12) **ICT Authority (ICTA) vendor accreditation certificate / registration (as per Ministry of ICT Standards 2016)** 13) **Software Manufacturer's / Developers authorization or Self-Declaration that the bidder is the developer of the software** 14) **Submit a written Power of Attorney for the person(s) duly authorized to bind the tenderer. The County Government of Siaya will determine whether the tender document has been properly signed** 15) **Submit a duly completed and signed Declaration form attached to this tender document** 16) **Properly bound, good presented document. The tender document shall be paginated / serial numbered** *THIS WILL BE AN ELIMINATION STAGE WHERE EACH VENDOR'S SUBMISSION WILL BE CHECKED FOR COMPLETENESS AND COMPLIANCE. FAILURE TO COMPLY WITH ANY MANDATORY REQUIREMENT WILL LEAD TO DISQUALIFICATION. ONLY BIDDERS WHO ARE SUCCESSFUL AT THIS STAGE WILL PROCEED TO THE NEXT STAGE OF EVALUATION.*

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.20.2	Arithmetic Errors: **The tender sum as submitted and read out during tender opening shall be final and shall not be the subject of any corrections, adjustments or amendments.**
2.21	Conversion to a single currency: **Tender Prices shall be in Kenya Shillings and no other currencies are allowed. There will therefore be no conversions**
2.22	EVALUATION AND COMPARISON OF TENDERS **Tenders that are found Responsive at the Preliminary Evaluation Stage will be subjected to Detailed Evaluation as per the criteria immediately after this Appendix to Instructions to Tenderers Table not withstanding any other requirement in the tender documents.**
2.24 (a)	Particulars of post – qualification if applicable. **The CGS may conduct post-qualification as it deems necessary** in accordance with ''The Public Procurement & Disposal Act 2015 Section 83 (1), which provides that *''An evaluation committee may, after tender evaluation, but prior to the award of the tender, conduct due diligence and present the report in writing to confirm and verify the qualifications of the tenderer who submitted the lowest evaluated responsive tender to be awarded the contract in accordance with this Act''*
2.24.4	**Award Criteria:** Award Will be made to the lowest evaluated bidder.
2.25.2	Communication to unsuccessful Tenderers: **All written correspondences with tenderers, including communicating outcome of the tender process, shall be through <u>E-MAIL</u>. Tenderers must therefore provide their E-mail addresses:** **Email Address 1 *(Mandatory)*:** _____ **Email Address 2: *(Optional)*:** _____
2.27	Particulars of performance security if applicable. Particulars of performance security if applicable. **The successful Bidder shall submit a performance security in the form of a Bank Guarantee amounting to Kshs. 1,500,000.00. This will be reduced to Kshs. 1,000,000 upon successful piloting. The performance security may be reduced to Kshs.500,000 upon satisfactory implementation after one year and shall be renewed annually for the entire duration of the Contract.**
Other's as necessary	Complete as necessary. **None**

DETAILED TECHNICAL EVALUATION CRITERIA

1. The CGS will evaluate and compare the technical proposals which have been determined to be substantially responsive after mandatory/preliminary examination.

2. Bidders meeting the above criteria will be subjected to a detailed evaluation by the Evaluation Committee. As part of its detailed evaluation; the Evaluation Committee will consider the extent to which the bidders have addressed the system requirements including compliance to the relevant national and international standards.

3. In the Detailed Evaluation of Technical Proposal, the criteria have been assigned weights or scores for the purpose of determining the overall level of compliance to the technical requirements.

4. Each responsive proposal will be given a Technical Score (TS). **A proposal shall be rejected at this stage if it does not respond to important aspects of the specifications** or if it fails to achieve the minimum technical score

5. Technical capability which will be assessed through desktop evaluation and solution demonstration. The Successful bidder will be subjected to a **Three (3) months pilot extendable to Six (6) months** implementation phase before confirmation.

5.1 DESK EVALUATION (70mks)

- The following criteria will be used in the evaluation of all potential suppliers.
- The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 70 marks.

No.	Technical Evaluation Criteria (DESK EVALUATION) (70mks)	Maximum Score	Cut off Score
1.	Specific Experience of the Firm related to the assignment • Relevant projects undertaken by the firm. Added advantage for county revenue based • **At least five similar assignments 1 mark each – total 5mks – Use prescribed Firms References Form provided in Section 7.6 of this tender document.** • The reference Forms must be accompanied by recommendation letters	5	3
2.	Technical Proposal. The technical response must be in the format prescribed in the schedule of requirements.	20	12
3.	Competence of technical / professional staff who will be directly provide Services to the County Government of Siaya Bidders are required to provide details of team composition and task assignments required under Section 7.7 of this tender document. Evaluation to be done using recently signed original detailed CVs in the format provided under Section 7.8 of this tender document.	15	10
4.	Business Fit of the Proposed Solution i.e. Detailed description of the bidder's compliance to the detailed system requirements ▪ Functional Requirements ▪ Technical Requirements ▪ Overall System Requirements	30	20
	Total Score	**70**	**45**

5.2 VENDOR DEMONSTRATION EVALUATION CRITERIA (30 mks)

S. No.	Tender Requirement	Practical Demonstration	Marks	Rating
1	Demonstrate the GIS capabilities of the Revenue Management System	• Ability to capture signage description, plot location description	4	
		• Capture of the photo of the signage /bill board and art size		
		• Capture the geo location of signage, plot, businesses, markets etc.		
2	Demonstrate real time direct deposit capability	• Automatic synchronization to county systems and auto reconciliation without any request from client to submit the same to the county office	3	
3	Demonstrate online and offline Capability including real time Transactions with batch processing capability	• Back office and online dashboard integrated	3	
4	Demonstrate ability to integrate with Current Revenue Accounting	• User registration module and rights management	5	
		• Business registration & single License permits		
		• Property owner and property registration management		
		• House tenant registration and rent reconciliation		
		• Classification of revenue streams and charges as per the finance bill		
5	Demonstrate support for multiple payment channels (Electronic payments such as cash, mobile money transfer, debit/credit card payments an electronic money transfer (RTGS/EFT) in addition to the more traditional options of cash, cheques and direct deposit the bank	• Mobile money options	6	
		• Cash		
		• e-wallet		
		• Small currency support i.e. 10		
		• Auto reconciliation		
		• Payment card support		
		• They should support agency banking and Kiosk		
6	Support for Multiple Revenue sources	• Parking, Markets, Rates, Rent, Billboards, Permits etc.	5	
7	Demonstrate compliance with CRA revenue collection Guidelines	• Integration with existing systems e.g. IFMIS	4	
		• Demonstrate how the system will comply with the government single		

S. No.	Tender Requirement	Practical Demonstration	Marks	Rating
		chart of account		
		• Audit trail		
		• Surveillance and enforcement by use of QR codes, bar codes, mobile app		
		• Reports – integrated in the system and flexible		
		• Business intelligence including		
		• revenue forecasting, variance analysis etc.		
	Total		**30**	

Pass Mark/Cut Off to proceed to next stage of evaluation is 21 out of 30 i.e. 70%

*Bidders will be given a maximum of **two (2) hours** to demonstrate their solution followed by an interrogation session. The above criteria are indicative and bidders should prepare as much details as possible.*

Pilot

The Successful bidder will be expected to implement the system on a pilot basis for a period of Three **(3) Months extendable to Six (6) months** before commissioning and full implementation

Before the pilot and as part of due diligence, the evaluation committee may visit site(s) where the successful bidder has implemented a similar solution. The visit may extend to the successful bidder's offices to meet and interrogate proposed staff.

The vendor shall obtain and submit formal authorization for proposed client site visits.

The pilot shall involve but not limited to:

	Pilot Evaluation
1.	Project Team Composition & Management
2.	Compliance to the detailed specification checklist.
3.	Revenue Reporting Dashboard
4.	Suitability of the Revenue Management System & Hardware through user experience
5.	Must show evidence of a working GIS capabilities in revenue management
6.	Support for Multiple Revenue sources
7.	Evidence of revenue enforcement and data integrity (Use of Scanner)
8.	Support for Offline and Real time Transactions With batch processing capability
9.	Evidence of multiple payment channels e.g. cash, e-wallet, mobile money They should support agency banking and kiosk
10.	Evidence of compliance to CRA and National Treasury guidelines • Standard Charts of account • Credit Control and Debt Management • Management of Revenue Collectors • Auto Cash and Bank Reconciliation • Must integrate with IFMIS • Statutory Reports

Notes:

(i)   CGS reserves the right to accept or reject any tender, and to waive any formalities, informalities and deviations, which, in its opinion best serve the interests of the County. The CGS is not bound to accept your tender and may negotiate with the successful bidder to vary scope to best serve its interest.

(ii)   Vendor Selection: It is the intent of the CGS to select only responsible and responsive bidder

SECTION III   -   GENERAL CONDITIONS OF CONTRACT

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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

3.2.1   These General Conditions shall apply to the extent that they are not superceded by provisions of other part 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 Right's

3.4.1   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.
b)   A bank guarantee.
c)   Such insurance guarantee approved by the Authority.
d)   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 Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity 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 Procuring entity.

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.

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

3.8.1   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

3.9.1   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

3.10.1 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.

3.10.2 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 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

3.13.1   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.

3.13.2   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

3.13.1   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.

3.13.2   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 refered for resolution to the formal mechanisms specified in the SCC.

3.14   Governing Language

3.14.1   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

3.15.1   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.

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

3.17   Notices

3.17.1   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

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

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 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: **The successful Bidder shall submit a performance security in the form of a Bank Guarantee amounting to Kshs. 1,500,000.00. This will be reduced to Kshs. 1,000,000 upon successful piloting. The performance security may be reduced to Kshs.500,000 upon satisfactory implementation after one year and shall be renewed annually for the entire duration of the Contract.**
3.7	Specify method Payments. Shall be payable within 45 days after submission of invoice
3.8	Specify price adjustments allowed. **None**
3.14	Specify resolution of disputes. **Disputes to be settled as per the Arbitration Laws of Kenya**
3.16	Specify applicable law. **Laws of Kenya**

3.17	Indicate addresses of both parties.
	**Client: The County Government of Siaya
	         P. O. Box 803-40600
	         Nairobi**

Other's as necessary	Complete as necessary

SECTION V - SCHEDULE OF REQUIREMENTS

5.1 Background

The County Government of Siaya (CGS) is one of the 47 devolved units of Government created under the Kenyan Constitution. Siaya County is one of the counties in the former Nyanza Province in the southwest part of Kenya. It is bordered by Busia County to the north, Kakamega County and Vihiga County's to the northeast and Kisumu County to the southeast. It shares a water border with Homa Bay County which is located south of Siaya County. Its capital is Siaya even though the largest town is Bondo. According to the 2009 population census, Siaya County's population was estimated at 842,304. The total area of the county is approximately 2,496.1 km². Siaya has been split into Six (6No.) sub-counties namely; Gem, Alego Usonga, Ugunja, Bondo, Ugenya and Rarieda.

The County seeks to improve efficiency in service delivery by integrating all operations under one automated platform by implementing a revenue collection and management system that will provide the most appropriate and cost-effective solutions to meet and exceed county revenue collection. The aim is to utilize technology to improve citizen service delivery, increase efficiency and enhance revenue collection. This will be done through implementation and deployment of suitable ICT solutions at the county headquarters and its satellite offices. The proposed solution must be fit-for-purpose for use at the county, must seal revenue leakages and must be agile to provide fall backs in the event of downtime. The intended automation is expected to yield the following benefits: -

- ✓ Increased revenue collection
- ✓ Real-time reporting
- ✓ Faster decision-making process
- ✓ Reduce the revenue collection gaps
- ✓ Improved service delivery
- ✓ Accountability to the County citizens

This project is aimed at providing the County Government of Siaya with an Integrated Revenue Management Solution (IRMS) that will enable the County Government to more efficiently manage the different revenue streams within the County. The resulting system should have the capability of integrating with IFMIS and provide a platform for the revenue collection activities of a variety of government functions such as, but not limited to, business licenses and permits, parking fees, property taxes, other charges and fees, etc.

5.2 System Objectives

The main objectives of the electronic revenue collection and payment solution will be to:

1. Provide citizens with convenient and secure online payment options for the different services provided by the CGS
2. Minimize cash handling at CGS revenue collection points
3. Map the County revenue sources including real estate property, market stalls etc.
4. Provide County staff with the ability to monitor revenue collection from multiple sources on a real time basis.
5. Supports collection from multiple revenue streams including single business permits, market stalls, parking fees, real estates, land rates, cess etc.
6. Provide CGS with the ability to map out revenue sources in the county allowing for visualization and analysis with help of GIS technology
7. Provides real time transaction reports on a secure central server that must be accessible on web and mobile platforms.
8. Works in both online and offline modes as a safeguard from network failures.

9.   Facilitates supervision, monitoring and enforcement.
10. Integrates with existing key systems including IFMIS.

5.3   Scope of Work

The scope of services for the revenue collection and management system will include but not limited to: -

(i)   Conducting a review with regard to revenue collection, analyse current systems and recommend future revenue management solutions for the County
(ii)   Provide guidance and support on any pre-implementation activities that CGS needs to undertake in readiness for the roll out of the solution e.g. registration of market stalls, mapping and profiling of revenue sources etc.
(iii) Design, develop, deploy, test and commission a convenient, reliable, and secure electronic revenue collection and management system cable of taking on board all revenue streams charged within the CGS's jurisdiction, incorporating cashless payment methods (Mobile, Card, E-wallets, Banks etc.) with options for cash transactions in case of systems downtime. This includes the hardware infrastructure
(iv)   Facilitate supervision, monitoring and enforcement of policy in revenue collection.
(v)   Support and maintenance
(vi)   Carry out appropriate system integration with existing internal and external applications currently in use at the CGS, and perform data migration and clean-up of existing data
(vii) User and Technical training where the vendor will be expected to: Conduct training for CGS staff on the use and maintenance of the system based on the number of users per sub-county, Provision of training manuals/ reference materials, conduct training of, Super users, train the ICT staff on how to install and configure the system in other offices, and train the ICT staff on how to configure the POS and GPS devices
(viii) Also included in the scope: A project implementation plan, implementation methodology, communication plan, project change management plan, software customization plan, system interface plan, data- conversion plan, and implementation testing plan/quality assurance plan, pre-and post-implementation support plan, and a training plan.
(ix)   Provision of project management resources leading to successful implementation of the system.

5.4   Supply, Installation, Training and Commissioning Integrated Revenue Management Solution (IRMS).

The County now seeks a partner to supply, implement and maintain an IRMS herein referred to as an Integrated Revenue Management System (IRMS). The County requests the services of a Software Implementation vendor to implement and integrate with existing systems to support the following operational areas of the project;

The requirements have been categorized as follows:

No.	Requirements Functional Area
FUNCTIONAL	
1.	Registration
2.	Set up Revenue Services
3.	Set up Non-Revenue Services
4.	Land Rates
5.	Property Management
6.	Licenses

FUNCTIONAL	
No.	Requirements Functional Area
7.	Fees and Charges
8.	Collections Management
9.	Service Maintenance
10.	Business Intelligence System

The purpose of this document is to set out the terms of reference for the implementation of the above functional areas and seeks to establish to the greatest possible extent complete clarity regarding the requirements for both parties to the agreement resulting from this tender. The implementation will be done in phases based on the agreement between the County and the successful bidder.

5.5 Professional Services

Provisions of professional services are as follows:

i) Training of technical and end users
ii) System documentation and Testing
iii) Knowledge transfer to CGS staff
iv) On-going support and maintenance of the IRMS solution for a minimum period of 5 years

5.6   Technical Proposal Response Format

To facilitate the analysis of responses to this tender, the Bidder is required to prepare their proposals in accordance with the instructions outlined in this section. Bidders must respond in full to all bid document sections and follow the format provided (section numbering, etc.) in their response. Failure to follow these instructions may result in disqualification. For each question asked in the bid document, the proposer shall provide in their response, the question asked and their answer using the section numbering of the bid document. Proposals shall be prepared to satisfy the requirements of the bid document. EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. All parts, pages, figures, and tables should be numbered and labelled clearly. The proposal should be organized as follows:

5.6.1 Executive Summary

This part of the response to the tender should be limited to a brief narrative & not to exceed three (3) pages describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non- technical personnel. The executive summary should not include cost quotations.

5.6.2 Firms Experience

Bidders must provide the firms experience in providing services of a similar nature and size to at least 5 organizations and details of work under way or contracted. Attach the names, addresses and contact details of these organizations. Format is provided under Section 7.6 of this tender document.

5.6.3 Proposed Implementation Plan

The Bidder is to provide an implementation plan in narrative format supported by an activity- level project plan that details how the proposed solution is to be implemented. This implementation plan should include the following elements:

The plan should include but not limited to implementation methodology, communication plan, project change management plan, software customization plan, system interface plan, data- conversion plan, and implementation testing plan/quality assurance plan, pre-and post-implementation support plan, and a training plan

5.6.3.1 General Implementation Approach

Provide a general overview of the implementation approach you plan to use for the implementation of the different functional areas.

5.6.3.2 Hardware, Software and Storage Design and Installation Consulting

The bidder is advised to provide details of the required hardware and related technologies capable of supporting the proposed solution.

5.6.4   Implementation and Training

Upon successful implementation, the County shall require the solution provider to provide training as specified below;

i)   End User Training: All end-user and technical training will be performed on-site through implementation and be performed by the Bidder. End user implementation training will be provided by the Bidder and include joint participation by the relevant County process owner team lead supporting the process area in the new software system. Technical Implementation training will include training for County's IT staff on the technologies required to support the new modules.

ii)   Train the Trainer: The Vendor will incorporate a "train the trainer" approach where only key County team leaders will be trained through implementation on the solution and then they will train the remainder of the County staff in their respective areas.

Technical implementation training will include training of **15 staff from ICT, Finance, Revenue officers and accountants from all departments, and other identified officers to support the system.** The Bidder should provide an overall description of both training methods, including the general time frames in which both types of training will be conducted. The Bidder must list the nature, level, and amount of training to be provided for both options in each of the following areas:

a) Technical training (e.g., programming, operations, etc.)
b) User training

5.7   System Documentation, manuals and Testing

The successful bidder shall submit a software requirement specification document that shall contain the functionalities of the IRMS before commencing development.

The successful bidder shall be required to provide user manuals (technical and End user) to the County as part of the initial training and on-going operational support. The Bidder should also describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to the County related to such testing:

i)   System testing
ii)   Integration testing (in relation to the IRMS modules)
iii)   Stress/performance testing
iv)   User acceptance testing (UAT)

5.8   Knowledge Transfer

The Bidder should describe their process for ensuring that a transfer of knowledge occurs back to the County staff such that staff is capable of supporting and maintaining the application in the most proficient manner once the implementation engagement is complete.

5.9   On-going Support Services

In this section, the bidder is required to specify the nature and conditions of any post-implementation support options including:

i)   Post-go live support that is included in the proposal response
ii)   Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience)
iii)   Telephone support, Help
iv)   Desk services (If there is a service level agreement for your help desk, please provide a copy with your response to the tender)
v)   Toll-free support line
vi)   Online knowledge base (i.e. – how it accesses, who updates it, etc.)

5.10   Key Personnel, Experience and Qualifications

The bidder shall be required to propose suitable personnel plan capable of delivering the project throughout the contract period. In case of exit during the contract period, the service provider shall provide as a replacement a person of equivalent or better qualifications.

5.10.1 Core Development Team

The plan should include the activities and personnel timelines during the period. Bidder will be expected to propose personnel planned for use in the project with expertise in the following areas;

i)   IRMS Core Setup and Installation
ii)   Revenue management
iii)   IRMS Development
iv)   Web Development

For each of the above area the proposed persons shall be required, at minimum, to have a degree in Computer Science or equivalent. For each of the persons proposed provide references of an institution where they have deployed a solution of similar scope. The reference contacts (email and Phone No should be provided).

5.10.1.2 Project Manager/Team Leader

Implementing team proposed shall have a team leader whose main duty will be to ensure that implementation of the system adheres to planned schedules and budgets; The lead implementer shall have the following qualifications and experience;

i)   Bachelor's Degree in Computer Science or related field
ii)   Project management certification from a reputable certifying body
iii)   Over five (5) year experience in implementing the proposed IRMS solution.
iv)   Proposed Project Manager must have a valid PMP or Prince2 Certification

5.10.1.3 Developers

a)   Systems Developer

Core Duty: Customization of the system to be aligned to County's procedures and Work Flows for the three areas highlighted in the scope. The System Developer shall have the following qualifications and experience;

  i)   Bachelor's Degree in Computer Science or related field
  ii) Experience of a minimum of 3 years in related software Systems Development

b)   Web Developer

Core Duty: Development of a Web Portal as per County's requirements. The Web Developer shall have the following qualifications and experience;

  i)   Bachelor's Degree in Computer Science or related field
  ii) Experience of a minimum of 3 years in Web Development specifically in objected oriented programing and relational database.

c)   Implementers

Core Duty: Requirement gathering, In-charge of all Training, Data Migration and Deployment. The Implementers must have a good understanding of Procurement, Finance and Project Management processes.

The Implementers shall have the following qualifications and experience;

  i)   Bachelor's Degree in Computer Science or related field
  ii) Experience of a minimum of 3 years in relevant software Implementation

5.10.2 Research Specialists

Demonstrate partnership with a relevant research-based organization as scope includes conducting a review with regard to revenue collection, analyse current systems and recommend future revenue management solutions for the County

5.11   License and Maintenance Agreements

Sample license and maintenance agreements must be provided in this part of the Bidder's response for all components of the recommended solution. Software licenses shall be perpetual and concurrent. The system shall provide for unlimited number of users and allow a total of 200 concurrent users at any given moment in time. The bidder is required to give some notes on increasing the number of licenses as and when needed.

5.12   Technical and Implementation Requirements

Notes on Technical requirements:

5.12.1 Warranty and Support

A warranty period of at least 1 year after commencement of live operations should be given by the bidder. Live operations will be determined as the date when the integrated core system is deployed in the headquarters and at least one branch.

5.12.2 Training

The bidder should provide tentative training courses and durations for the Core System for the following minimum numbers – 8 Super users, 5 technical support staff and 200 users. Note that this number has been provided to enable the vendor give an indication of training costs for evaluation purposes, this number is expected to change and shall be determined with certainty once the implementer carries out the training analysis.

The contractor will be expected to provide a Training plan with an estimate of the training costs. The amount of training varies depending on the complexity of the system, the amount of change to the organization and the ability of the trainees to absorb the material presented. Training will include:

i)   Departmental users – Detailed instructions on accessing and using the various features of System.
ii) System Administrators – Technical instructions on maintenance and support for the system.

The training is a practical exercise and labs and simulations should be emphasized. The training will either be held at the bidder's site or the CGS. The bidder's will also be expected to clearly define the following:

i)   Define the Instructional Methods

These will be the different training methods to satisfy the various subsets of training requirements for the selected audience (e.g. web-based training, instructor-led training, job aids or other support materials, Train the Trainer).

ii) Develop Training Materials

Develop the training syllabus, presentation materials, job aids, Quick Start Guides, Certification. These will have to be approved by CGS before the training starts. It should clearly define the scope of training, including topics to be covered and related exercises. This material should be available to the trainees a week before the training starts.

iii) Training Deliverables

The deliverables are comprised of a series of presentations and/or documents outlining operational processes and procedures. The deliverable would also include the trainees measured ability to perform tasks on the system. A means of measuring this achievement will have to be developed beforehand.

- Web-Based training material
- Instructor-led or Train the Trainer training material
- Quick Start Manual
- Job-aids

The contractor will need to develop a means to evaluate the evidence of the training undertaken by the trainee.

5.12.3 User Licenses

Core Management Software - The total number of users in the database should be all staff members. This number may change as CGS needs change. However, the cost of any additional licenses shall use the rates used to compute the cost of this indicative number.

5.12.4 Project Plan

The bidder should provide a detailed project plan with achievable timelines and responsibilities.

5.12.5 Documentation

The bidder should provide online and/or hard copies of documentation. The online documentation should be accessible for each screen and default to the specific screen the user is at.

5.12.6. Data Uploads from Existing Database

The tenderer shall provide for the conversion and upload of key data sets from the existing database into the proposed application.

5.12.7. Site Visits

The most responsive bidder may be requested to facilitate at the bidders cost reference site visits that include assessment of similar systems at reference sites provided by bidder and interviews with the users at these sites by the members of technical evaluation team; and verification of Manufacturer Authorization letters.

5.13   Financials – Proposed Fee

Bidders are required to provide financial proposals inclusive of all applicable taxes and levies. All bidders are expected to respond with quotations for the following **THREE (3) Models: -**

5.13.1   Outright Purchase (Buying one off)

Bidders are expected to give the total cost of the System and equipment to be used in Revenue Collection. Include the total cost of the system including licensing if any for a 5-year period. No revenue is to be shared in this model. Also include cost of training County Staff on how to operate the system. The proposed fee should be an initial CAPEX Cost and a recurring annual maintenance fee. Bidders are expected to give a 5-year schedule or breakdown of the costs associated with this model. The CGS expects that there will be requirement of 100 POQs and 100 mobile and bidders' costs should include these quantities, which may however vary during implementation.

The total cost of the system for a 5-year period should be included and tabulated on a yearly basis, i.e. a breakdown of all costs including equipment and infrastructure **that will support the Revenue Collection and Management System**

5.13.2   Partnership (Revenue share model)

In this model the bidder will partner with the County in revenue Collection and will get an agreed percentage of revenue collected. The bidder will charge the cost of implementing the system, training of County staff on how to use the equipment and any other cost related to successful implementation i.e. CAPEX Cost (all costs including equipment and infrastructure **that will support the Revenue Collection and Management System)**. The bidder will own and maintain the equipment used in revenue collection. The County will not buy nor own any equipment but all will be provided and maintained by the bidder. Since the cost of buying the equipment is borne by the bidder, the costs of POS devices, GPS devices etc. should not be included in the cost of implementing this model.

Bidders are thus required to give a one-off CAPEX Cost and commission (as a percentage of revenue collected) i.e. quote a percentage of expected revenue share. The percentage/rate should be inclusive of all maintenance, all support and everything else that can be considered a cost to the system over a five (5) year period and the county will not be expected to pay anything over and above the rate.

Bidders are in addition expected to give a proposal on how the CAPEX and all other costs Cost can be amortized over a three-year period assuming that the county will not pay anything i.e. by increasing the commission fee over a period of time then reverting to the normal commission when the costs have been recovered

5.13.3 Complete Outsourcing

In this model the bidder will partner with the County in revenue Collection and will get an agreed percentage of revenue collected. The bidder will charge the cost of implementing the system, training of County staff on how to use the equipment and any other cost related to successful implementation. The bidder will own and maintain the infrastructure and equipment used in revenue collection. Revenue Collectors will be employees of the Vendor. The County will not buy nor own any infrastructure and equipment but all will be provided and maintained by the bidder.

Bidders are thus required to give a one-off CAPEX Cost and commission (as a percentage of revenue collected) i.e. quote a percentage of expected revenue share. The percentage/rate should be inclusive of all maintenance, all support and everything else that can be considered a cost to the system over a five (5) year period and the county will not be expected to pay anything over and above the rate.

Bidders are in addition expected to give a proposal on how the CAPEX and all other costs Cost can be amortized over a three-year period assuming that the county will not pay anything i.e. by increasing the commission fee over a period of time then reverting to the normal commission when the costs have been recovered

Finally, bidders should also include in their proposals the requirements and cost implications on cloud storage vs establishment of on data centres

SECTION VI   -   DESCRIPTION OF SERVICES

6.1   Background to the Project and needs identification

After promulgation of the new Kenya Constitution, there are now 47 counties which are devolved units of Government. The Central Government has identified various development areas that need to be strengthened in order to enable County Governments to efficiency manage their financial affairs. The Central Government currently has the Integrated Financial Management Information System (IFMIS) that is used as the primary tool for Central Government to interact with County Governments.

The County Government of Siaya (CGS) has initiated a Programme aimed at utilizing technology to improve citizen service delivery, increase efficiency and enhance revenue collection. This will be done through implementation and deployment of suitable ICT solutions at the county headquarters and its satellite offices.

This project is aimed at providing the CGS with an Integrated Revenue Management System (IRMS) that will enhance the IFMIS and enable County Government to more efficiently manage the different revenue streams within the County. The resulting system should have the capability of integrating with IFMIS and provide a platform for the revenue collection activities of a variety of government functions such as, but not limited to, business licenses and permits, parking fees, property taxes, other charges and fees, etc. The County now seeks a partner to supply, implement and maintain an Integrated Revenue Management System (IRMS). The outlook is envisaged to be as represented by the diagram below;

The overall objective of the IRMS is to automate the revenue collection cycle from assessment, recognition, collection and accounting. Through the IRMS, CGS expects to have a single view of Revenue Collection and Management.

6.2   Overview of Requirements

Requirements take into consideration lines of services that bring revenue to the County Government of Siaya (CGS), in addition to other system requirements. **System Modules** are as tabulated below: -

NOTES:

(1)   In the **VENDOR COMPLIANCE LEVEL** Column, bidders should indicate: -

- ▪   **FS - (Fully Supported)** the solution fully supports the requirement without any modifications.
- ▪   **PS - (Partially Supported)** the solution supports the requirement with use of a system or workflow workaround or enhancement.
- ▪   **NS - (Not Supported)** the solution is not capable of supporting the requirement and cannot be modified to   accommodate the requirement

(2)   In the **VENDOR DESCRIPTION** columns, bidders should provide clear and concise explanation of their solution's conformance to the requirement. Bidders can also refer to additional supporting information One- or two-word responses (e.g. —Yes,‖ —No,‖ —Will comply,‖ etc.) will be considered insufficient to confirm responsiveness to respective requirement provided elsewhere in their proposal documents. Bidders should refrain from providing false information. Information provided will be subject to verification during the proof of concept solution demonstrations.

6.2.1 Functional Requirements

NO.	DESCRIPTION	VENDOR COMPLIANCE LEVEL	VENDOR DESCRIPTION
A	**Permits and Licenses**		
1	The system should have the ability to query GIS data when adding a new business to determine if it is within the County or not.		
2	The system should have the ability to calculate fees based on county-defined metrics for the billable services configured and applicable for Permits and Licenses for the business entity defined.		
3	The system should have the ability to integrate citizen / business records, Business License, Related Taxes, Permits and Business Property into a single system with a consistent look and feel.		
4	The system should have an approval workflow for licences and permits		
5	The system should be able to issue provisional and the final licences/permits		
6	The system should be able to report revenue per licence or permit categories		
7	The system should be able to report the number of licences/permits issued per category (The system should have the ability define an entity and classify it according to sectors that have billable implications (e.g. a bar, butchery, a hotel etc.)		
8	The system should be able to report on the number of valid and expired permits/licences		
9	The system should be able to notify County Staff and citizens when licences/permits are due in advance		
10	The system should be able to link different permits/licences to a single account (The system should have the ability to provide simplistic navigation among the various associated licensing accounts related to a business entity and provide a single view of all accounts for an entity from one display screen).		
11	The system should have the ability to set up an unlimited number of business license accounts for each entity and an unlimited number of business (license) types for each license account established for a business. Example: A hotel chain has multiple locations, and there is a distinct business license associated with each location. Each hotel may also have multiple business (license) types associated with such, restaurants (retail), valet services (personal service), gift shops (retail with food), etc. The system must provide for the creation and association of all of these accounts and they must be associated by a unique identifier.		
12	The system should have the ability to associate a citizen account with multiple business accounts e.g. person x runs a shopping mall, owns a garage and has bar in various parts of the county.		

NO.	DESCRIPTION	VENDOR COMPLIANCE LEVEL	VENDOR DESCRIPTION
13	The system should have the ability to add, delete, and modify, etc., all business license accounts.		
14	The system should have seamless integration with revenue collection for purposes of recognizing and updating account status for settled payments or outstanding billings.		
15	The system should have the ability to capture account status for each license based on the configurable status types e.g. Expired etc		
16	The system should have the ability to link to, import and display information from the property record including but not limited to Current assessed value; Square footage; and Ownership history.		
17	The system should have the ability to classify license by type.		
18	The system should have the ability to allow for a check-list of application requirements based on business type or category, which must be satisfied as part of the application and licensing process (e.g., Customer may be required to provide health permits, zoning approvals, contractor has passed exam(s), etc.).		
19	The system should have the ability to allow the check-list to be updated as needed by County staff having appropriate security/permissions.		
20	The system should have the ability to allow the County's Citizens to apply and pay for Business License Applications via citizen portal, and in doing so, provides security measures to protect customer's data and assure data confidentiality.		
21	The system should have the ability to allow the County's citizens to re-new and pay a Business License via a citizen portal, and in doing so, provides security measures to protect customer's data and assure data confidentiality.		
22	The system should have the ability to generate a file of billing information that will be sent to print.		
23	The system should have the ability to generate a bill on an ad hoc basis.		
24	The system should have the ability to apply a late filing penalty based on configurable penalty rules.		
25	The system should have the ability to apply a late payment penalty.		
26	The system should have the ability to calculate and apply interest based upon County defined parameters.		
27	The system should have the ability to provide an ad hoc reports		
28	The system should have the ability to easily generate as a set any applicable filing forms that should be mailed to a business (e.g., businesses that have filed a business license).		
29	The system should have the ability to use optical reader (OCR) technology to read renewal forms with preprinted account number, and license type.		

NO.	DESCRIPTION	VENDOR COMPLIANCE LEVEL	VENDOR DESCRIPTION
30	The system should have the ability to generate a file that contains all business license renewal information and business license certificate information that will be sent to a print vendor or printed in-house.		
31	The system should have the ability to identify accounts with any inconsistencies, reporting discrepancies, variances and produce a candidate case for audit.		
32	The system should have the ability when a business is closed to identify associated additional records that should also be reviewed. (For example, a citizen that has multiple business licenses that also need to be reviewed as well.)		
33	The system should have the ability to generate updated business lists and distribute via mail or Internet to interested entities.		
34	The system should have the ability to plot geographic locations for all business license accounts utilizing Geographic Information System (GIS) functionality.		
35	Produce a list of registered businesses		
36	Generate a penalty table for various license categories configured in the system		
37	Produce a list of inactive businesses		
38	Produce forms for registration of businesses for various permits as an alternate to online registration.		
39	FEES and PERMITS The system should be able to process ad hoc applications for burial permit applying the pre-requisite check list rules in the process. The submission of request should have options where it can be submitted online via a web portal or in the back end processed by a County officer.		
40	The system should be able to refresh the ad-hoc request upon payment confirmation from the collections module and allow the permit to be generated and sent to the requester via various channels e.g. email or downloaded from the citizen portal by the registered requestor or collected from the County Office nearest to the requestor.		
41	The system should be able to produce demand notices for permits and licences		
B	**Parking and Vehicle Management**		
1	The system should provide subsequent rules within the main rules for certain services like parking. For example in setting up the facility called public parking and the associated fees, there should be penalties where parking fees are not paid each classified within the facility such as Clamping charges and towing charges		
2	The system should provide a mechanism to book in a car that has been clamped and towed. Details of the car should be captured in the booking.		

NO.	DESCRIPTION	VENDOR COMPLIANCE LEVEL	VENDOR DESCRIPTION
3	The system should provide a mechanism that once the clamping, parking and towing charges have been settled, an alert is sent to the officer asking for unclamping and releasing the car from the yard and updating the clamping book in the system accordingly		
4	The system should be able to register both individual vehicles, businesses and Saccos		
5	The system should be able to link individual vehicle to Saccos		
6	The system should be able to bill and receive payments from individual vehicle and Saccos		
7	The system should be able to receive daily, monthly and yearly parking payments		
8	The system should be able to receive payments for reserve parking		
9	The system should be able to notify the client when parking fees are paid		
10	The system should be able to notify County staff and clients when reserved parking is due		
11	The system should be able to report the number of vehicles in a Sacco		
12	The system should be able to report the revenue per Sacco		
13	The system should be able to report the number of vehicles parked periodically		
14	The system should be able to report the number of vehicles parked per revenue administration area		
C	**Branding, Billboards and Signages**		
1	The system should be able to record the size of branding, billboards and signage		
2	The system should be able to record the GIS Location of branding, billboards and signage		
3	The system should be able to record the payment period of branding, billboards and signage		
4	The system should be able to link different branding, signages and billboards to an individual organisation that owns them		
5	The system should be able to provide for categorization of Billboards, branding and signages		
6	The system should be able to report the revenue per branding, signages and billboards categories		
7	The system should be able to report the number of branding, signages and billboards per revenue administration centres		
D	**Properties and Land Rates**		
1	The system should have the ability to assess and reassess land and improvements using configurable assessment methods to determine revenue due **(Land Assessment)**		
2	The system should have the ability to store data for land values related to residential, commercial, industrial, multi-family and agricultural land **(Land Information)**		

NO.	DESCRIPTION	VENDOR COMPLIANCE LEVEL	VENDOR DESCRIPTION
3	The system should have the ability to capture characteristics of a parcel for land use based on pre- defined parameters for that land that can be extended as and when the county desires **(Land Information**)		
4	The system has the ability to interface with a GIS system for location relationship **(Land Information Sharing)**		
5	The system should have the ability to link scanned documents to specific property record. **(Land Information)**		
6	The system should have the ability to export an image file directly for document storage. **(Land Information)**		
7	The system should have the ability to email a linked image file to another party. **(Land Information Sharing)**		
8	The system should have the ability to associate electronic files with a system record, including but not limited to PDF, MS Word, MS Excel, etc. **(Land Information)**		
9	The system should have the ability to maintain and search property ownership history for all parcels. This search should be linked to the defined citizen / entity account categorized accordingly. **(Property Ownership)**		
10	The system should have the ability to record sufficient property address information to include such items as location, street, etc. that is linked to the GIS system for geo location. **(Property Ownership)**		
11	The system should be able to register new properties (The system should have the ability to add a new parcel to the property history data for respective citizen / entity account)		
12	The system should be able to support transfer of land ownership		
13	The system should be able to support subdivisions and amalgamation of properties (The system should have the ability to maintain complete, integrated parcel history for all splits and mergers of parcels of land)		
14	The system should have the ability to maintain property ownership history for all properties including when two or more parcels are combined into one parcel **(Property Ownership)**		
15	The system should have the ability to maintain original parcel ID on new parcels created from mergers or splits. **(Property Ownership)**		

NO.	DESCRIPTION	VENDOR COMPLIANCE LEVEL	VENDOR DESCRIPTION
17	The system should allow the option of linking all pertinent data automatically to the appropriate parcel. **(Property Ownership)**		
18	The system should have the ability to keep a history record when the current legal owner of a property changes. **(Property Ownership)**		
19	The system should have the ability to record multiple transfers of a single parcel. **(Property Ownership)**		
20	The system should have the ability to search the property history database by a variety of methods including current owner, previous parcel number, address **(Property Ownership)**		
21	The system must enable each property/owner to be assigned to a calendar for billing. **(Property Ownership)**		
22	The system should be able to add and remove caveats		
23	The system should be able to record the type of property i.e. commercial, residential, single dwelling etc.		
24	The system should be able to support change of land use		
25	The system should be able to report on the revenue collected per property type		
26	The system should be able to report the number of properties		
27	The system should be able to report each property status		
28	The system should be able to produce each property statement		
29	The system should be able to produce demand notices for each property and for all		
30	The system should be able to report on total outstanding or arrears amount on properties		
E	**Stalls, House rent, Kiosks and Toilets**		
1	The system should be able to accept and process ad hoc payments for market stalls linked to the facilities configured and validated by the charge rates defined.		
2	The system should be able to accept and process periodic payments for market stalls linked to the facilities configured and validated by the charge rates defined. This process should create an account in the registration module for purposes of single view of the entity		
3	The system should be able to support transfer of tenancy		
4	The system should be able to register new Stalls, rental Houses, kiosks and toilets		
5	The system should be able to report on the revenue collected per category type		
6	The system should be able to report the number per category type		
7	The system should be able to report on the status of stalls, rental houses, kiosks and toilets		

NO.	DESCRIPTION	VENDOR COMPLIANCE LEVEL	VENDOR DESCRIPTION
8	The system should be able to produce each stalls, rental houses, kiosks and toilets statement		
9	The system should be able to produce demand notices for each stalls, rental houses, kiosks and toilets and for all		
10	The system should be able to report on total outstanding or arrears amount on stalls, rental houses, kiosks and toilets		
F	**Stadium**		
1	The system should be able to accept and process ad hoc payments for stadium seats linked to the facilities configured and validated by the charge rates defined. This process should create an account in the registration module for purposes of single view of the entity		
G	**Hospital Fees/Payments**		
1	The system should be able to register patients for payment purposes		
2	The system should be able to bill and receive payments from patients		
3	The system should be able to report the revenue per Hospital		
4	The system should be able to report the revenue per department		
5	The system should be able to report the revenue generated periodically		
H	**Burial Permits**		
1	The system should be able to process ad hoc applications for burial permit applying the pre-requisite check list rules in the process. The submission of request should have options where it can be submitted online via a web portal or in the back end processed by a County officer.		
2	The system should be able to cascade the ad hoc request to the billing and collection module for payment collection.		
3	The system should be able to refresh the ad-hoc request upon payment confirmation from the collections module and allow the permit to be generated and sent to the requester via various channels e.g. email or downloaded from the citizen portal by the registered requestor or collected from the County Office nearest to the requestor.		
I	**FINES**		
1	The system should have the ability to process request for collection of fines for offences committed by accused citizens. The offences should be pulled from the case management module		
J	**Ambulance Service Fees**		
1	The system should have the ability to process request for collection of fees for ambulance services offered. The details of the service should be linked to the fleet management module		

NO.	DESCRIPTION	VENDOR COMPLIANCE LEVEL	VENDOR DESCRIPTION
K	**Park Fees**		
1	The system should have the ability to process request for collection of fees for use of grounds in the public parks for meetings. The details of park and respective fees should be pulled from the configuration information of the facility		
G	**ETC**		
1	Bidders may add any other relevant additional Functional modules		

6.2.1 Technical Requirements

NO.	DESCRIPTION	VENDOR COMPLIANCE LEVEL	VENDOR DESCRIPTION
A	**Dashboard**		
1	System should provide Interactive Dashboard to Executive Management		
2	System should have the search functionality		
3	System should enable users to customize dashboards, by drag and drop without technically writing any code (Programming)		
4	System Should intelligently suggest the data visualization based on the Revenue Data.		
5	System should automatically generate and send report to the key stake holders. Reports like: Daily, Weekly, Monthly Revenue collection and comparisons with previous periods.		
B	**Business Intelligence Reports**		
1	System should have Analyzing and reporting tools that enable the user to see trends in data uncovering root causes of business problems and issues.		
2	The system should be able to improve users' visual analysis which enables the user to aggregate data and perform trend analysis that provides meaningful insights.		
3	The system should be able to analyze multidimensional data sources in both web and MS office environments, flexible dashboards, mobility and a flexible, scalable platform		
C	**Security**		
1	**Security Architecture** The security concept shall include an explanation of the system architecture, describing how the functional components are distributed / localized in the architecture		
2	Security of Standard Platforms The security concept shall include the standard platforms (e.g. hardware, OS, middleware, applications and databases.		

NO.	DESCRIPTION	VENDOR COMPLIANCE LEVEL	VENDOR DESCRIPTION
3	Interfaces with other systems The requirements of the system concerning security of the network infrastructure (e.g. DMZs) shall be described. If necessary, the requirements shall be adapted to the existing security infrastructure		
4	Connection to public networks The security mechanisms to protect connections to public networks (e.g. firewalls, tunneling) shall be described		
5	Archive log files The process to archive log files shall be in a trustworthy way and for a configurable time according to resources and requirements		
6	Backup recommendations The supplier shall provide its back-up recommendations that will be validated by Client according to its needs (details of which data is saved, frequency of data modification, etc.). The following is an example of the minimum frequency for saving data: ▪ Daily: for Data, Confidential Information, Logs ▪ Weekly: Data; ▪ Monthly: System		
7	Authentication All third-party access shall use strong (2-factor) authentication.		
8	Staging Area The system platform shall provide a staging/deposit area with strictly controlled access for third parties to deposit content. Content can be validated on the staging server before going live.		
9	Remote access shall be time bound All remote access (to any tier of the system e.g. database tier, application tier or server tier) shall be approved before being activated; the access shall be reviewed after a pre-defined period of time (account expiry).		
10	Encrypted protocol for remote access It shall be possible to perform all remote operation and maintenance tasks via encrypted protocols (e.g. ssh, ssl).		
11	Remote user authentication The system shall provide a mechanism to authenticate any remote user (i.e. verification of network address, dial back mode etc)		
12	Read / Write on Data		

NO.	DESCRIPTION	VENDOR COMPLIANCE LEVEL	VENDOR DESCRIPTION
	The system shall provide an access control mechanism to be able to show which data entities / transactions any particular individuals may read, modify or execute (given a user ID) and conversely, which data entities any particular individuals may read, modify or execute.		
13	Access control levels The system shall provide the capability to create different access control levels (i.e. admin, developer, end-user) according to 'user- privileges' and user roles / job descriptions.		
14	Encrypted connections for transfer of sensitive data Does the system use encrypted connections (e.g. SSL v.3) for services which transfer sensitive data (e.g. financial)? All security sensitive information and especially personal data shall be stored encrypted or with the appropriate protection mechanisms. The transmission of this data shall be done in secure way (e.g. via encrypted protocol, i.e. VPN with SSL v.3).		
15	Password Encryption All passwords stored in the system shall be appropriately encrypted.		
16	Administrator Password The passwords used of required for the administration and for the operation of the platform shall NOT appear in plain text in any file, or database.		
17	Interfaces outside the security domains Interfaces/Protocols should provide encryption and authentication, to commercial best-practice standards, where the interfaces are exposed outside the security domain and for administrative access.		
18	Encryption methods and algorithms All used encryption methods and algorithms shall conform to standards and use the latest versions of cryptographic libraries.		
19	Data randomization on test systems Data used for system development and / or testing purposes shall NOT be the same as the data located on the production system. If that is technically not possible, any classified data shall be modified to ensure that it cannot identify a person, e.g. randomize names. The security measures on the development system shall be at least the same as the ones on the production system. If the same development system is used for more than one application, data protection measures shall be included		
20	Treatment of confidential data		

NO.	DESCRIPTION	VENDOR COMPLIANCE LEVEL	VENDOR DESCRIPTION
	Critical / Confidential data shall NOT be stored anywhere where it could put it at risk (i.e. caching), and shall be able to be encrypted (256- bit or higher) whilst stored or transmitted (for example, encrypt certain database attributes via the application).		
21	Password hashing All passwords shall be stored hashed or in a one-way encrypted form that is inaccessible by all users. They shall not be written in any file or database (i.e. log or cookie, cache, etc.).		
22	Password re-set by administrators End User (including citizen) passwords shall be not be accessible by any kind of user. Only administrators shall be able to reset a user's password		

23	Password configuration options
	The system shall provide a configurable mechanism to detect and block simple passwords (e.g. 123456, abcdef, identical username & mechanism to detect and block simple passwords etc).
	  ▪ check that the password does not contain more than two successive identical characters
	  ▪ to allow only the administrator to reset the passwords
	  ▪ No hard-coded passwords allowed (i.e. service/application user passwords displayed in source code)		

24	Inactive Accounts The system shall provide the capability to lock/deactivate/suspend certain accounts/userIDs either manually or automatically, given some predefined actions/criteria (i.e. period of inactivity		
25	Unique User ID All users shall be allocated a unique user ID for the sole use of the individual.		
26	Unsuccessful logons The number of unsuccessful log-on attempts shall be limited to, at most, three attempts per session; afterwards the session will be terminated		
27	Logging of unsuccessful login attempts For a given userID, after a set number of continuous unsuccessful log-on attempts (from different sessions) the account shall be time- locked suspended. (e.g. 2 sessions * 3 incorrect logons for each session = max 6 trials). The temporary suspension action shall be documented in a log file.		
28	Password re-entry after inactivity Users shall be required to enter their passwords (after a certain period of inactivity / time- out to be defined and configured centrally) before the session can be re-started		

NO.	DESCRIPTION	VENDOR COMPLIANCE LEVEL	VENDOR DESCRIPTION
29	Protection of security log files Security log files shall be protected against manual modification even by the super user. The methods applied have to be described. Access to audit logs shall be safeguarded to prevent any possible misuse or compromise (i.e. access limited to authorized personnel only through specific application or system tools).		
30	Access to audit logs Security log files shall be protected against manual modification even by the super user. The methods applied shall be described. Access to audit logs shall be safeguarded to prevent any possible misuse or compromise (i.e. access limited to authorized personnel only through specific application or system tools).		
31	Maximum size of audit logs The system shall be able to set maximum size of audit logs. When the file gets full, it shall either switch to a second file or overwrite itself AFTER proper back-up has automatically taken place.		
32	Export of audit logs The system shall provide the capability to export audit logs into Database or Word-processing formats		
33	Audit trails on different layers The system shall provide audit trails on different software layers (OS, database, application) allowing a tight control of accessed functions and information.		
34	Security Log Reporting The system shall provide the capability to: ▪ Select events that took place within a specific range of dates and times ▪ Select combinations of events ▪ Select events where a specific user used a particular privilege ▪ Print a list of all possible access privileges		
35	Alerts on unauthorized or improper system use The system shall provide the means to detect and alarm unauthorized or improper use of the system		
36	System restriction against attack or failure The mechanisms to protect the system against attacks (use with improper data or malicious code, overload, blocking of accounts, denial of service, brute force ...) shall be described and include how the system restricts access during an attack or system failure.		
37	Backup Plan		

NO.	DESCRIPTION	VENDOR COMPLIANCE LEVEL	VENDOR DESCRIPTION
	A definition of the back-up plan shall be provided according to the following four types of data: ▪ System (Operating System and Applications) ▪ Data (the data specific to each part of the system that is susceptible to being modified frequently ▪ Log (the set of traces on what is made on/from each part of the system)		
D	**Risk Management**		
1	The bidder shall describe approach to risk management showing how risk is identified, recorded, communicated, mitigated and monitored throughout the project		
E	**Change Management Plan**		
1	The bidder shall describe the approach to change management showing what would be impacted by change, suggesting ways of seamlessly transition without disrupting the operations of the county		
F	**Support Plan**		
1	The bidder should describe the approach to perming product support immediately after going live and thereafter. The approach must identify the resources required, the people involved the types of calls expected and what the bidder expects the county to do to make this happen. The bidder must take into consideration the existing investment in IT support by the county.		
2	Project tracking reports i) Monthly (Quarterly) progress reports, summarizing ii) results accomplished during the prior period; iii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan; iv) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule; v) inspection and quality assurance reports vi) training participants test results vii) other issues and outstanding problems; proposed actions to be taken; viii) resources that the bidder expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in the next reporting period; ix) other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness. x) monthly log of service calls and problem resolutions		

6.3 Overall Requirements for Revenue Management System (RMS)

The requirements are structured within each category area as follows:

DESCRIPTION	This is a succinct explanation with as much precision as possible of the requirement to enable adequate response by the bidder
IMPORTANCE	The importance assigned to the requirement. - **M-> MUST HAVE ->** Describes a requirement that must be satisfied in the final solution for the solution to be considered acceptable. - **S-> SHOULD HAVE ->** Represents a high-priority item that should be included in the solution if it is possible. This is a critical requirement but one which can be satisfied in other ways that are acceptable to the county. - **C-> COULD HAVE ->** Describes a requirement which is considered desirable but not critical. Availability of such would be added advantage to the bidder
VENDOR COMPLIANCE LEVEL	This column will be populated by the bidder. The options are as follows. - **FS - (Fully Supported)** the solution fully supports the requirement without any modifications. - **PS - (Partially Supported)** the solution supports the requirement with use of a system or workflow workaround or enhancement. - **NS - (Not Supported)** the solution is not capable of supporting the requirement and cannot be modified to accommodate the requirement
VENDOR DESCRIPTION	This column is reserved for vendors to respond and describe how their proposed solution meets the requirement. One- or two-word responses (e.g. ―Yes,‖ ―No,‖ ―Will comply,‖ etc.) will be considered insufficient to confirm responsiveness to respective requirement. Bidders should provide clear and concise explanation of their solution's conformance to the requirement. Bidders can also refer to additional supporting information provided elsewhere in their proposal documents. Bidders should refrain from providing false information. Information

6.3.1   Proposed Functional Requirements

Notes on functional requirements:

1. Land Rates - The CGS has a Land Rating Act which guides how Land is to be rated taking into account the value of land, the percentage of that value charged as annual charges, penalties and many more. This ends up with billing a customer, sending legal notices etc. The solution should have the ability to capture the rules in the rating act in managing the Land rates.
2. Fees and Charges - The County has over 100 fees and charges. These are provided for in the County Government of Siaya Finance Act. The system should be flexible to allow configuration of unlimited fees and charges and expose them to various channels of revenue collection available now and envisioned in the future.

The Revenue Management System must meet but not limited to the following: -

No.	Key Requirement	Importance	Vendor Compliance Level	Vendor Description
1	Provide a ubiquitous electronic platform for collection of Revenue in the entire County to clients and a convenient payment solution that minimizes handling of cash.	M		
2	The RMS should be developed using industry standard development tools, which can be supported by local expertise	M		
3	The Solution should be web-based and work in the intranet and internet environments. Accessibility should be via different platforms such as Web/WAP/iOS/Android/Windows/ USSD/ handheld terminals and other platforms	M		
4	The contractor should provide an 'open' system which can be fully supported by all the common Web browser and general Internet technologies	S		
5	Easy and fast to deploy	S		
6	The RMS should be modular	M		
7	The RMS modules should all have a consistent "look & feel". This includes standardization of data entry screen, function keys, query procedures and on- screen and hardcopy report format, common icons for example 'search'	C		
8	The RMS should be parameterized as much as possible for simple configurations	S		
9	The RMS should have an ergonomic design, with as much as possible drop-down choices and little free-entry text to facilitate maximum data validation at the input side	S		
10	The IT equipment requirement for general internal use of the RMS will simply be a desktop PC with an up to date Web Browser (last or last-before-online version of Internet Explorer, Firefox and Chrome). No additional installation (plug-ins, etc.) should be required by the user.	S		
11	Ability to provide multiple payment options across different providers including (cash, Smart cards, Bank payments, mobile money payments, self-service kiosks, agents etc.) for mopping up Revenue for the CGS electronically	S		

No.	Key Requirement	Importance	Vendor Compliance Level	Vendor Description
12	Have the ability to support/collect revenue from multiple revenue sources as per the County Finance Act which may include Parking, Markets, Rates, Rent, Billboards, Permits etc.	M		
13	Provide citizen with an easy to use solution for convenient and secure payment options for different services provided by CGS	M		
14	Minimize cash handling at CGS revenue collection points	M		
15	Provide CGS a platform for monitoring revenue collection from multiple sources on a real time basis	M		
16	Provide reports and dashboard for monitoring of revenue collected from each revenue source and for reconciliation purposes (Business Intelligence: Back office {backend} and dashboard reporting). Reports generated should be but not limited to PDF, Excel	M		
17	Ability to support electronic bill presentation for revenue streams with recurring bills such as single business permits, rent, rates construction permits etc	M		
18	Be online and accessible from all user points within the county	M		
19	Ability to integrate with existing and future back office systems at CGS. It should be able to capture already existing information from current systems, for example, IFMIS, and any other future systems the county may be operating.	S		
20	Easily Scalable to cater for 'peak' processing volumes and ability to allow for future growth and upgrades	S		
21	The Solution should be practical and Easy to use for citizens and CGS staff involved in collection, verification and enforcement based on the unique characteristics of each revenue streams	S		
23	The RMS should include user online help and a user Manual	C		
24	The RMS should provide a menu of service options with navigation between options and sub options.	C		
25	The RMS should be error tolerant and provide error handling with clear explanations on how to overcome the error. Users should be able to see the error described in a business contextual format. Each error should also have an associated error No. to facilitate the Help desk. All errors encountered as well as being reported to the user should be recorded	M		
26	Data integrity should be enforced at two stages. Initially by the application it-self by applying fixed drop-down menus and logical controls where possible. The RMS should assure that all of the data are entered completely. The RMS should continuously inform users of the progress of their activities with regard to the success or otherwise of data updates, inserts or deletes.	S		
27	Only complete transactions to be saved to the database, incomplete pieces to be rolled back	M		
28	Receipts and Payments can be cancelled/rolled-back by Supervisors	M		
29	The RMS should have capacity to cope with large volume of data	S		

No.	Key Requirement	Importance	Vendor Compliance Level	Vendor Description
30	All issued documents within RMS (e.g. demand notes, invoices, issued receipts) should be retained/copied on the RMS	M		
31	Compatibility with disaster recovery and business continuity solutions	M		
32	The system should allow for role-based access management with sufficient security and protection based on defined roles and users granted permissions	M		
33	Access to specific data and functionality within each software module should be defined and managed using an appropriate role-based security model. Rather than assigning security rights and privileges to individual users, these should be granted to "roles". Each role should roughly correspond to a job function. The security model should be hierarchical in nature with the ability to grant roles to other roles etc.	M		
34	Availability, resilience and robustness are critical features	M		
35	Compliance with existing laws and regulations including CBK, CRA, National Treasury.	M		
36	Compliance with internationally accepted standards for security	M		
37	Online Public Access Portal (Must have a customer portal to all citizens to interact with the county and pay for services online)	S		
38	Security - User management, administration, configurations (Be secure and clearly show the ability of having a right security levels).	M		
39	The RMS should be based on a system on unique identifiers, preventing the creation of duplicates, but issuing warnings to users try to do so	M		
40	Have high availability/uptime and redundancy	M		
41	This RMS should have a facility to track records through time, maintaining key records information.	M		
42	Must have a complete auditing capability to facilitate sound public finance management by automating the entire process from collection to integration with IFMIS to bank account reconciliations. The history of changes, time stamp and the author of change should be recorded in an audit trial log for auditing	M		
43	Works in both online and offline modes as safeguard from network failures	M		
44	Must be an all in one enterprise revenue collection and management system with a single secure database	M		
45	Ability to demonstrate a secure cash management process. Must be able to perform cash and bank reconciliation	M		
46	The RMS should be useable at the Sub-Counties without having to install software on each PC	M		
47	All official notes should contain configurable logos and by-law statements	M		
48	The RMS should be well documented for technical and non-technical users	M		
49	The RMS should support data export/import to Excel and GIS-standard	S		
50	The RMS should provide the ability to create new users, and assign then specific roles and access to the RMS	M		
51	The RMS should be fully documented including: user's manual, installation guides,	S		

No.	Key Requirement	Importance	Vendor Compliance Level	Vendor Description
	administration manuals and other			
52	The RMS should eventually facilitate integration with Existing Active Directory server	S		
53	The RMS should facilitate integration with Email & SMS notifications for effective citizen Service.	S		
54	The RMS should facilitate attachments – Users should be able to attach files such as word documents, PDF or spreadsheets, and other program-specific documents. These files can be attached to payers or properties or other entities (e.g. billboards)	S		
55	The Vendors should provide training for the users of the solution including preparation of training manuals and setup of the hardware and software used in training classes	M		
56	Geographic Information System (GIS) capability should be made inter-operable with other GIS Systems through export to standard format Shape files	M		
57	Solution could be able to Scale up and allow multiple channel of Citizen interactions in future: Mobile (Android, iPhone, Windows, Blackberry), IVR, Portal, Contact Center,	S		
58	Clearly indicate implementation timelines both phased and one-off implementation and cost implications	S		
59	The vendor will also be expected to support and maintain the solution. This will include:	M		
60	Providing a help line which users of the system can call to report any problems	M		
61	Providing upgrades, troubleshooting and fixes to the solution	M		
62	Provide 24/7/365 99.5% availability of the solution. A comprehensive draft financially backed Service Level Agreement (SLA) to be provided by the bidder	M		

6.3.2 Proposed Detailed Technical Requirements

S/NO.	Key Requirement	Importance	Vendor Compliance Level	Vendor Description
1	**Proposed Solution will support revenue collection from multiple sources as stipulated in the County Finance Act**	M		
2	**Confirmation that the solution will be customized and installed in County's Data Centre (locally hosted)**	S		
3	**Customer registration and linkage to the different accounts a customer may have within the County (Single Business permits, land rates, advertising, House Rent etc)**	S		
3.1	Ability to Securely retrieve lost passwords and usernames	M		
3.2	Ability to generate bills for different services offered by the County	M		
3.3	Allow user to verify details before completion of payment	M		
3.4	Ability for real time notification and reminders to customers (Payee & CGS staff) on bills generated through SMS, Email, web applications interface	M		

S/NO.	Key Requirement	Importance	Vendor Compliance Level	Vendor Description
3.5	Ability to query bills generated and make payments	M		
3.6	Ability to make payments based on relevant reference number based on service e.g. Vehicle registration for car park, business license number, land registration etc.	M		
3.7	Ability to apply penalties automatically on overdue bills	M		
3.8	Ability to process transactions in real time basis	M		
4	**Support for multiple electronic payment options including:**	M		
4.1	Mobile money from all major mobile money payment platforms (Please detail the mobile payment providers with whom you already have partnerships)	M		
4.2	Direct debit through banks or walking to bank branches (Please detail the banks with whom you already have partnerships)	M		
4.3	Kiosks and agency networks (Please explain in detail your coverage and any partnerships)	M		
4.4	Support for Credit card and debit card payments (Please detail the payment cards supported)	M		
4.5	Support for international remittances/payments (ability to receive and convert foreign currency payments.)	M		
4.6	Ability to setup recurring payments schedule with one instruction followed by automatic debits with notification sent to citizen when payment is deducted.	S		
4.7	Ability to receive over the counter payments at any of Siaya County Government service points	M		
4.8	Ability to notify customer on success or failure of transaction	M		
4.9	Ability to process group and individual payments	M		
5	**Ability to issue an electronic receipt with a reference number that can be verified electronically by a user querying through USSD, SMS, Web Application, mobile application etc. (Please Give details)**	M		
5.1	Ability to print a physical receipt that can be verified	M		
5.2	Ability to print relevant documents on payments such as: business permits, public health licences, fire certification etc	M		
5.3	Ability to submit queries and complaints	M		
5.4	Ability to retrieve transaction history	M		
6	**Supports multiple access channels**	S		
6.1	Unstructured Supplementary Service Data (USSD)	S		
6.2	Mobile Applications	S		
6.3	Local and Public Portal web access	S		
6.4	Agency Network (Please give details)	S		
6.5	Point of Sale Terminal (POS)	S		

S/NO.	Key Requirement	Importance	Vendor Compliance Level	Vendor Description
7	**Ability to monitor and enforce revenue collection in all revenue streams through bar codes, USSD, QR Codes, POS or mobile applications.**	M		
8	**Ability to integrate with existing 3rd Party County systems (such as IFMIS and and future systems the County may be operate – for information migration) and future back office systems**	M		
9	**Ability to collect and store GIS information of Businesses, Billboards, County Government owned Houses, Stalls, shops etc**	M		
10	**Ability to define role-based access to Siaya County Staff administering the system**	M		
11	**Ability to configure new revenue streams**	M		
12	**The system and the system data should be secure and monitored 24/7/365 against malware fraudulent access, hackers and intrusion detection (Please give details)**	M		
12.1	The system should support secure login using global security standards such as 128 bit SSL encryption, SHA 3 encryption, Dual Authentication, multi factor Authentication or equivalent	M		
12.2	Support Payer Authentication and Fraud screening mechanisms such as 3D Secure, AVS CV2, Two factor Authentication or equivalent	S		
13	**Business Intelligence (BI) - Online Dashboard for each system user (i.e. clients, County staff should have customized screen display depending on functions assigned)**	M		
14	**Real time revenue reporting based on different dimensions including:**	M		
14.1	Revenue collected per revenue stream	M		
14.2	Revenue collected by collection channel	M		
14.3	Revenue Collected per Departments/Ministries	M		
14.4	Revenue Collected per revenue collector	M		
14.5	Revenue Collected per Collection point	M		
14.6	Ability to filter by period i.e. Daily, weekly, Monthly, Quarterly, Half Yearly, Annually and Custom periods	M		
14.7	Collected revenue against expected revenue, previous periods, by revenue stream, Channel, Department, Revenue collector, Collection points	M		
14.8	Solution should have ability to generate reports in but not limited to PDF, Excel, CSV etc.	M		
14.8	Support for Graphical analysis/ dashboards	M		
14.9	Transaction search – allow a quick find of specific transaction records to answer citizen payment queries	M		
15	**Reporting should allow visibility into end to end payment lifecycle.**	M		
16	**System should provide detailed audit logs of transactions as required**	M		

S/NO.	Key Requirement	Importance	Vendor Compliance Level	Vendor Description
17	Ability to export transaction information from the system in different formats e.g. pdf, csv, Excel	C		
18	Ability to support cash and Bank Reconciliation and Management of Cash Position by the County	S		
19	Automatic Reconciliation that allows matching of payments to account numbers and other identifiers	S		
20	System should be compliant with set government single chart of accounts (GSCA) as stipulated in the National Treasury and Commission on Revenue Allocation (CRA) guidelines	M		
20.1	Comply with Communication Authority regulations regarding communications such as mobile communications, wireless communication, etc.	M		
20.2	Comply with all Central Bank of Kenya (CBK), regarding mobile transactions as regulatory framework, as well as commission on revenue allocation guidelines.	M		
21	Service Level Agreement (SLA)	M		
22	Minimum availability/uptime	M		
23	Support services including bugs, fixes, upgrades (Please give details)	M		
24	24/7 Help Desk or Support (Response time by priority- Explain)	M		
25	Demonstrate an ability to recruit collection agencies.	S		

SECTION VII   -   STANDARD FORMS

Notes on the 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.   **Price Schedule Form**-   The price schedule form must similarly be completed and submitted with the tender.

3.   **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.

4.   **Confidential Business Questionnaire Form**   -   This   form   must   be completed by the tenderer and submitted with the tender documents.

5.   **Tender Security Form**   -   This form must be completed by the tenderer and submitted with the tender documents**.**

6.   **Firm's References Form**   -   This form must be completed by the tenderer for each Reference and submitted with the tender documents

7.   **Team Composition and Task Assignments**   -   This form must be completed by the tenderer and submitted with the tender documents.

8.   **Format of Curriculum Vitae (CV) for Proposed Professional Staff** -   This form must be completed by the tenderer for each Professional Staff and submitted with the tender documents

9.   **Form of Written Power-Of-Attorney**   -   This form must be completed by the tenderer for each Professional Staff and submitted with the tender documents

10.   **Declaration Form**   -   This form must be completed by the tenderer for each Professional Staff and submitted with the tender documents

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7.1   FORM OF TENDER

Date_____

Tender No. _____

To: **The County Secretary**
       County Government of Siaya
       P. O. Box 803-40600
       SIAYA

Gentlemen and/or Ladies:

1.   Having examined the Tender documents including Addenda Nos.*[insert addenda numbers],* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **SUPPLY, INSTALL, CONFIGURE, CUSTOMIZE, TEST, COMMISSION AND MAINTAIN   AN INTEGRATED REVENUE COLLECTION AND MANAGEMENT SYSTEM** in conformity with the said Tender documents for the sum of **(AS PER THE PRICE SCHEDULE)** *or* such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2.   We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

3.   We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4.   We are not participating, as Tenderers, in more than one Tender in this Tendering process.

5.   Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

6.   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.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the Tender documents

Dated this _____ day of _____ 20_____.
       (Name)

_____   _____
       [signature]   *[in the capacity of]*

Duly authorized to sign Tender for and on behalf of _____

7.2   PRICE SCHEDULE FORM

Provide a financial proposal inclusive of all applicable taxes and levies. All bidders are expected to respond with quotations for the following **THREE (3) Models: -**

1)   Outright Purchase (Buying one off)

CAPEX (KSHS.)	RECURRING ANNUAL MAINTENANCE COST (KSHS.)		GRAND TOTAL (Capex + Sub-Total)
	Year 1		
	Year 2		
	Year 3		
	Year 4		
	Year 5		
	Sub-Total		

2)   Partnership (Revenue share model)

CAPEX (KSHS.)	COMMISSION (%) / PERCENTAGE OF EXPECTED REVENUE SHARE

3)   Complete Outsourcing

CAPEX (KSHS.)	COMMISSION (%) / PERCENTAGE OF EXPECTED REVENUE SHARE

Notes:

(1)   **Bidders are in addition expected to separately give a proposal on how the CAPEX and all other costs can be amortized over a three-year period for option 2 (Partnership) and option 3 (Complete Outsourcing) assuming that the county will not pay anything i.e. by increasing the commission fee over a period of time then reverting to the normal commission when the costs have been recovered**

(2)   **Finally, bidders should also separately include in their proposals the requirements and cost implications on cloud storage vs establishment of on data Centres**

Signature of Tenderer _____

7.3   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……………………[brief description of servic] and has accepted a tender by the tenderer for the provision of those services 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;
   (f) the Procuring entity's Notification of Award; and
   (g) the Tenderer's Acceptance Letter.

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 services 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 services 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_____.

7.4   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 ....
Plot No,...Street/Road ....
Postal address ....….....…Tel 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 ....

	Part 2 (a) – Sole Proprietor
	Your name in full……………………….Age………………………………………. Nationality…………………………….Country of Origin…………………………….. Citizenship details ……………………………………………………..

	Part 2 (b) – Partnership
	Given details of partners as follows
	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………………………..

7.5   TENDER SECURITY FORM

WHEREAS_____ (hereinafter called "the Tenderer") has submitted his tender dated_____ for the provisions of _____ (*name of Contract*)

KNOW ALL PEOPLE by these presents that WE _____

having our registered office at _____ (hereinafter called "the

Bank" or "the Insurance Company), are bound unto _____

(hereinafter called "the Procuring Entity") in the sum of **Kenya shillings** _____

_____

(Kshs. _____**)** 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 or Insurance Company) this_____ Day

of_____20_____

THE CONDITIONS of this obligation are:

1.   If after tender opening the tenderer withdraws his tender during the period of tender validity   specified in the instructions to tenderers

     Or

2.   If the tenderer, having been notified of the acceptance of his tender by the Employer during   the period of tender validity:

   (a)   fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, 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 his first written demand, without the procuring Entity having to substantiate his demand, provided that in his 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 said date.

_____   _____

[Date]   *[Signature of the Bank or Insurance Company]*

_____   _____

[Witness]   *[Seal]*

7.6 FIRM'S REFERENCES FORM

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

Using the format below, provide information on each assignment for which the consultant either individually, in association or engaged by a firm, was legally contracted.

Assignment Name:		Country
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:		Clients contact person for the assignment.
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:		No of Months of Professional Staff provided by Associated Consultants:
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;   _____

(May be amended as necessary)

PLEASE ALSO ATTACH RECOMMENDATION LETTERS FOR ALL REFERENCES

7.7   TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2.   Support Staff

Name	Position	Task

7.8 FORMAT OF THE 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: _____
[*Original signature of staff member*]

_____ *Date;* _____
[*Original signature of authorised representative of the firm*]

Full name of staff member: _____

Full name of authorized representative: _____

7.9 FORM OF WRITTEN POWER-OF-ATTORNEY

The Tenderer shall state here below the name(s) and address of his representative(s) who is/are duly authorized to bind the tenderer and receive on his behalf correspondence in connection with the Tender.

……………………………………………………..
(Name of Tenderer's Representative in block letters)

……………………………………………………..
(Address of Tenderer's Representative)

……………………………………………………..
(Signature of Tenderer's Representative)

Alternate:

……………………………………………………..
(Name of Tenderer's Representative in block letters)

……………………………………………………..
(Address of Tenderer's Representative)

……………………………………………………..
(Signature of Tenderer's Representative)

To be filled by all Tenderers.

7.10   DECLARATION FORM

Date _____

To _____

_____

_____

The tenderer i.e. (name and address)_____
_____declare the following:

Has not been debarred from participating in public procurement.

Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

| _____ | _____ | _____ |
| Title | Signature | Date |

(To be signed by authorized representative and officially stamped)

PERFORMANCE BANK GUARANTEE

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

_____(*Address of Employer*)

Dear Sir,

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____