

REPUBLIC OF KENYA



EMBU COUNTY GOVERNMENT

REQUEST FOR PROPOSAL

FOR

BANK SERVICES (PAYROLL PROCESS SERVICES)

TENDER NO CGE /T/ 09/2020-2021

CLOSING DATE: 29TH SEPTEMBER 2020 -2021 TIME: 11:00 AM

REQUEST FOR PROPOSAL

BANK SERVICES (PAYROLL PROCESS SERVICES)

TENDER NO. CGE / T/09/ 2020-2021

1.1.1 Embu County Government invites Request for Proposals (RFP) from interested firms for Provision of Bank Services (Payroll process services) for Embu County Government employees

Interested eligible candidates may obtain further information and inspect Tender documents free of charge at our website: www.embu.go.ke , www.tenders.go.ke or from the Suppliers Portal: supplier.treasury.go.ke. applicants can visit the office of the Director of Supply Chain Management Office, during normal working hours.

1.1.2 Completed Request for Proposal documents “**Original**” enclosed in plain sealed envelopes, marked RFP with the relevant RFP Reference Number and be addressed to:

The County Secretary,
Embu County Government
PO Box 36 -60100
Embu

Should be Deposited in the Tender box provided at the entrance of Governor’s office, on or before **29th September 2020 Time: 11:00 Am**

1.1.3 All Bid Documents must be serialized / paginated.

1.1.4 Technical proposal will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at The Governor’s board room on **29th September 2020 Time: 11:00 Am** and financial proposal will be opened at later date for only successful proposals. Unsuccessful proposals will be returned to the bidders unopen

SECTION II: - INFORMATION TO TENDERERS (ITT)

2.1 Introduction

- 2.1.1 The Client named in the Appendix to “ITT” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The Tenderers are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITT” for Bank services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The Tenderers must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, bidders are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. tenderers should contact the officials named in the Appendix “ITT” to arrange for any visit or to obtain additional information on the pre-proposal conference. Bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITT”, assist the bidder in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall be **free**.
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Tenderers may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITT". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited bidders who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited Tenderers and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

- 2.3.1 The Tenderers proposal shall be written in English language.
- 2.3.2 In preparing the Technical Proposal, Tenderers are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical Proposal, Tenderers must give particular attention to the following:
- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual Tenderer(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Tenderers shall not associate with the other Tenderers invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the tenderer's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, Tenderers are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment .

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed..

2.4.3 Tenderers shall express the price of their services in Kenya Shillings.

2.4.4 The Proposal must remain valid for **60** days after the submission date. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Tenderers shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the Tenderers shall prepare the number of copies indicated in Appendix ITT. Each Technical Proposal and Financial Proposal shall be marked **"ORIGINAL"**.

2.5.3 The original of the Technical Proposal shall be placed in a sealed envelope clearly marked **"TECHNICAL PROPOSAL,"** and the original and all copies of the Financial Proposal in a sealed envelope clearly marked **"FINANCIAL PROPOSAL"** and warning: **"DO NOT OPEN WITH THE TECHNICAL PROPOSAL"**. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITT"

and be clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”**

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITT”. Any proposal received after the closing time for submission of proposals shall be returned to the respective bidder unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any bidder wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITT”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the Tenderer’s proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee, appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria and point system specified in the Appendix “ITT”.

Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it fails to achieve the minimum technical score of 80% indicated in the Appendix “ITT”.

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client shall notify those Bidders whose proposals did not meet the minimum qualifying mark or were considered.

Non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the Bidders who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those Bidders who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the tenderers’ representatives who choose to attend. The name of the tenderer, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the bidder has costed all the items of the corresponding Technical Proposal and correct any computational errors. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya

where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the tenderer in the financial proposal.

2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-

$Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T + p = 1*) indicated in the Appendix. The combined technical and financial score, *S*, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

2.9 Negotiations

2.9.1 Negotiations will be held at the same address as "address to send information to the Client" indicated in the Appendix "ITT". The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, any suggestions made by the Bidder to improve the Terms of Reference. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.5 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other firms on the shortlist that they were unsuccessful and return the Financial Proposals of those firms who did not pass the technical evaluation unopened.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix ITT.

2.10.3 The parties to the contract shall have it signed within 7 days from the date of notification of contract award unless there is an administrative review request.

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

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

2.10.6 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.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the firms observe the highest standards of ethics during the selection and award of the bank service contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

2.12.3 Further a Bidder which is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Information to Tenderers (ITT)

The following information for procurement of bank services and selection of Tenderer shall complement or amend the provisions of the information to

firms, wherever there is a conflict between the provisions of the information and to **Tenderers** and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to firms.

2.1 The name of the Client is: **EMBU COUNTY GOVERNMENT**

2.1.1 The method of selection is: **Quality cost based selection**

2.1.2 Technical and Financial Proposals are requested for: **Provision of Bank (Payroll Process Services) Services for Embu County Employees**

2.1.3 A pre-proposal conference will be held with all eligible Tenderers on **N/A**

The name(s), address (es) and telephone numbers of the Client's official(s) are:

**The County Secretary,
Embu County Government
PO Box 36 -60100
Embu**

2.1.4 The Client will provide the following input:
Information regarding the tender will be provided to the successful bidder

2.2.1 Clarifications may be requested **seven (7)** days before the submission date.
The address for requesting clarification is:

**The County Secretary,
Embu County Government
PO Box 36 -60100
Embu**

2.3.1 Proposals should be submitted in English Language; **Yes**

2.3.3 a. listed firms / entities are not allowed to associate; **With Employees of Embu County Government**

PRELIMINARY

Mandatory Requirement

- a. Certified copy of Certificate of Incorporation or Certificate of Registration
- b. Certified copy of Valid Current Tax Compliance Certificate
- c. Certified copy of Certificate of Confirmation of Directors and Shareholding (CR 12) and copies of both sides of national identity cards or passports for all company directors. (Issued within the last 12 Months to Tender Opening Date)
- d. The bid document “**Original**” must be sequentially paginated / serialized.
- e. Duly filled, signed and Stamped Technical Proposal Submission Form (**To be attached in the Technical Proposal**)
- f. Duly filled, signed and Stamped Financial Proposal Submission Form (**To be attached in the Financial Proposal**)
- g. Duly filled, signed and stamped Self-Declaration Form that the Tenderer is Not Debarred
- h. Duly filled, signed and Stamped Self Declaration form that the Tenderer will not engage in any Corrupt or Fraudulent Practice.
- i. The bidder shall attach a duly filled, signed and stamped confidential business questionnaire by an individual entrusted with the powers of attorney.
- j) A copy of registration certificate from Central Bank of Kenya or from **SASRA** for the **SACCOs**
- k) The proposal shall be submitted complete, intact with no page alterations.

2.4.2 Taxes

The financial proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the sub consultants, and their personnel as charges required under the Kenyan law.

2.4.3 Bidders to state local cost in Kenya Shillings

2.4.5 Proposals must remain valid for **150 days** after the submission

2.5.2 Tenderers must submit **one (1) original (technical proposals)** and **One (1) original (financial proposals)** – for use of Evaluation.

2.5.3 The proposal submission address is:

The County Secretary,
Embu County Government
PO Box 36 -60100
Embu

2.5.4 Proposals must be submitted no later than the following date and time:

29th September 2020 Time: 11:00 Am

2.6.1 The address to send information to the Client is

The County Secretary,
Embu County Government
PO Box 36 -60100
Embu

2.6.3 The minimum technical score required to pass: **80%**

2.7.1 The number of points to be given under each of the evaluation criteria are:

Mandatory Requirement

- a) Certified copy of Certificate of Incorporation or Certificate of Registration
- b) Certified copy of Valid Current Tax Compliance Certificate
- c) Certified copy of Certificate of Confirmation of Directors and Shareholding (CR 12) and copies of both sides of national identity cards or passports for all company directors. (Issued within the last 12 Months to Tender Opening Date)
- d) The bid document “**Original**” must be sequentially paginated / serialized.
- e) Duly filled, signed and Stamped Technical Proposal Submission Form (**To be attached in the Technical Proposal**)
- f) Duly filled, signed and Stamped Financial Proposal Submission Form (**To be attached in the Financial Proposal**)
- g) Duly filled, signed and stamped Self-Declaration Form that the Tenderer is Not Debarred
- h) Duly filled, signed and Stamped Self Declaration form that the Tenderer will not engage in any Corrupt or Fraudulent Practice.
- i) The bidder shall attach a duly filled, signed and stamped confidential business questionnaire by an individual entrusted with the powers of attorney.
- j) A copy of registration certificate from Central Bank of Kenya or from **SASRA** for the **SACCOs**
- k) The proposal shall be submitted complete, intact with no page alterations.
(**All certification of the documents should be done by commissioner of oath**)

Note: All attached documents will be verified from issuing authorities.

The procuring entity will verify all information submitted. Any form of forgery or misinformation from the bidder shall lead to cancellation of the bid/award, institution of legal proceedings and blacklisting for all future Embu County Government contracts.

Bidders that will not comply with the above criteria shall be considered non-responsive and shall not be subjected to further evaluation.

DETAILED TECHNICAL EVALUATION

1. Specific experience of the firm/consultant related to the Assignment

2. TECHNICAL EVALUATION		Max Score
Specific experience of the firm related to the Assignment		
a) Evidence of similar undertaking in institution at least four (4) projects preferably within 4 years (Attach contracts /LPOs/LSOs) NB: the contact details should include the telephone numbers and email address of references Award 10 marks for each project Otherwise award zero if no document is attached.		40 marks
b) CREDIT DURATION AND RATE		
i) Credit of late payment of settlement of the Payroll after 30 days on the same rate please tick (<input type="checkbox"/>). Your preferred credit duration – Award 30 marks for ticking (i) ii) Credit of late payment of settlement of the Payroll after 45 days on the same rate please tick (<input type="checkbox"/>) Your preferred credit duration. – Award 60 marks for ticking (ii) Note : Choose only either (i) or (ii) but do not tick both otherwise your bid will be disqualified		60
GRAND TOTAL	SET PASSMARK AT 80%	100.00

Any proposal which will not attain 80% marks and above in technical evaluation will not proceed to financial evaluation hence the financial bid document will be returned unopened.

FINANCIAL EVALUATION

The financial evaluation will include:

(I) Arithmetic Errors

The bid shall be checked for arithmetic errors based on the rates and the total sums indicated in the bills of quantities. Confirmation shall be sought in writing from the Tenderers whose Tender sums will be determined to have a significant arithmetic error to their disadvantage, to confirm whether they stand by their Tender sums.) If the arithmetical check computation will exceed the form bid amount (materially deviation) then, the bidder shall be considered as non-responsive.

(2) Comparison of rates

The evaluation committee will compare rates from different bidders and note consistency of rates and front loading. The evaluation committee will judge and make an appropriate decision giving evidence.

The lowest bidder shall be within the allocated amount.

(2) Financial Evaluation

The financial submissions of the required services will be divided by the lowest bidder’s financial quote to determine the financial score of each bidder using the formulae below:

$$Sf = 100 \times \frac{FM}{F}$$

where: Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (**T=the weight given to the Technical Proposal as 80%: P = the weight given to the Financial Proposal as 20%**)

Combined Technical and Financial scores is: - $S = St \times T\% + Sf \times P\%$

Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (**T=the weight given to the Technical Proposal: P = the weight given to the Financial Proposal; T + p = 1**)

The weights given to the Technical and Financial Proposals as per the document were: T= 0.80
P=0.20

Description	
Part 1: Technical Evaluation	
Technical score = actual final score/highest final score	
Quoted Bid price(actual score x 0.80=percentage score)	
Part 2: Financial Evaluation	
Financial Score = $\frac{\text{Lowest bid price} \times 100 \times 0.20}{\text{Actual bid price in consideration}}$	
Overall financial score	
Final ranking	

NOTE: In case of a tie between two bidders, then negotiations shall be instituted as stipulated in PPDA Act

SUMMARY OF EVALUATION AND COMPARISON OF TENDERS

The following evaluation criteria shall be applied not withstanding any other requirement in the Tender documents.

SELECTION PROCESS

Quality Cost Based Selection

The table below summarizes the overall evaluation process and the proposed weighting of each stage.

AREA RATING	RATING/SCORE
STEP 1: Preliminary evaluation	Elimination
STEP 2: Technical Evaluation	80
STEP 3: Financial Evaluation	20
Combined Technical and Financial Score	100

Embu County Government reserves the right to award to the bidder that presents the best value .

2.9.1 The address for negotiations is:

**The County Secretary,
Embu County Government
PO Box 36 -60100
Embu**

2.9.2 The assignment is expected to commence seven (7) days after signing and approval of contract by the client.

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the Technical Proposal, the bidder is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultant's own risk and may result in rejection of the bidder's proposal.
- 3.2 The Technical Proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical Proposal shall not include any financial information unless it is allowed in the Appendix to information to the Tenderers or the Special Conditions of contract.

SECTION III - TECHNICAL PROPOSAL

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client]

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

<p><i>Part 1 – General:</i></p> <p>Business Name</p> <p>Location of business premises.</p> <p>Plot No..... Street/Road</p> <p>Postal Address Tel No. Fax E mail</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers Branch</p>																																		
<p>Part 2 (a) – Sole Proprietor</p>																																		
<p>Your name in full Age</p> <p>Nationality Country of origin</p> <ul style="list-style-type: none"> • Citizenship details • 																																		
<p>Part 2 (b) Partnership</p>																																		
<p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>						Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.					
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2.																														
3.																														
4.																														
<p>Part 2 (c) – Registered Company</p>																																		
<p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 20px;">Nominal Kshs.</p> <p style="padding-left: 20px;">Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>						Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.	5.
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1.																														
2.																														
3.																														
4.																														
5.																														
<p>Date Signature of Candidate</p>																																		

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial Proposal prepared by the bidder should list the costs associated with the assignment. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The Financial Proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The Financial Proposal should be prepared using the Standard forms provided in this part

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the **Bank services (Payroll process services)** to provide support to public entities in financial reporting in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for

the sum of (_____)
[Amount

in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

SUMMARY OF COSTS

BANK / SACCO PAYROLL PROCESSING FEES

S/NOS	COMMISSION	RATES	AMOUNT KSHS
1	Salary Processing Fee Internal per employee	Kshs	
2	Electronic Fund Transfer per employee	Kshs	
3	Late payment of total Payroll after 30 days or Late payment of total Payroll after 45 days % Late payment after 30 days	
	 % Late payment after 45 days	

Note : No 3 above requires the service provider to select either 30 days or 45 days but not both

SECTION V: - TERMS OF REFERENCE
TERMS OF REFERENCE FOR BANK SERVICES FOR PAYROLL PROCESS SERVICES FOR EMBU
COUNTY GOVERNMENT EMPLOYEES

SCOPE OF SERVICES

1.1 The Payroll Management Services involve payment of salaries on behalf of the County instructions with any of the methods set out in Schedule 1.

1.2 All payroll payments due to the County via any of the methods referred to in Schedule 1 above shall be made and processed in accordance with the Operating Procedures

1.3 The Bank may at its discretion discontinue any of payroll Management Services provided hereunder, upon giving 3 months' notice of its intention to do so.

2 FEES AND CHARGES

In consideration of the Bank providing the Payroll Management Services herein described, the County shall pay the Bank the fees set out in Schedule 2 of this Agreement. The Bank shall automatically deduct all amount that fall due to it as charges and debit the County Collection Account at the end of every month. The Bank will submit statements to the County on monthly basis , with information on total transactions received and processed during the month. The statement is also accessible online through E banking platform.

3 STANDARD OF PERFORMANCE

The Bank shall perform the Payroll Management Services and carry out its obligations under this agreement with all due diligence and efficiency in accordance with the generally accepted techniques and practices commonly recognized by the banking industry.

4 REPRESENTATION AND OBLIGATIONS OF THE COUNTY

4.1 Ensure the agreement for Payroll Management is signed as per the county government signing mandate

4.2 If circumstances so require , to provide and support ICT interface to the Bank with all necessary account/customer details.

4.3 Update the Employee's data (names and accounts) including where there are any changes in particulars.

4.4 Advise the Bank promptly in the event of any changes in signatories or re-organization of the County government and any other relevant departments, which may have a material implication on the operations of this agreement.

4.5 To ensure appropriate system safeguards are in place to the protect the unauthorized access to and/or use or tampering with information held by the County in connection with this Agreement.

4.6 To indemnify and keep the Bank indemnified against all losses, claims, demands, actions, proceedings, costs and expenses, of whichever nature, arising other than the reason of any failure by the Bank properly and fully carrying out its obligation under this Agreement or any losses suffered by reason of any unauthorized transmission of confidential information relating to the Bank or payroll instruction undertaken by the Bank.

4.7 To provide the bank with a schedule and frequency of the various charges so as to plan the collection process.

4.8 The county shall adhere to the requirements under the applicable law not limited to the public finance management act and county finance management act in obtaining the payroll management service from the bank.

4.9 The county shall adhere to the process flow described under schedule 1.

5 OBLIGATIONS BY THE BANK

5.1 Open the Main Salary Collection Account in the name of the County in respect of which the Bank shall have the right to deduct and make the payment of salary to the extent of providing Payroll Service to the County and not for any reason whatsoever except as expressly authorized in this Agreement. In the event of any conflict between the Bank's terms and conditions for operating a bank account and the terms of the agreement, the terms of THIS AGREEMENT shall prevail.

5.2 Make all Payroll payments duly presented by the County for the Employees in accordance with the terms of the Agreement as detailed in the Bank's Operation Procedures.

5.3 Prepare statements of all Payroll payments and forward the same in the electronic format to the County in the course of the following business day of payment. The details that will be specified in each payment shall be conclusive evidence of the receipt by the Bank of the payroll payments specified.

5.4 To indemnify and keep the County indemnified against all losses, claims, demands, actions, proceedings, costs and expenses, of whichever nature, arising other than by reason of any failure by the County properly and fully carrying out its obligations under this Agreement or any losses suffered by reason of any unauthorized transmission of confidential information relating to the county.

6 WARRANTIES

6.1 The parties hereby represent and warrant to each other that:-

- a) All actions, conditions and things required to be taken, fulfilled and done including obtaining of any necessary consents and authorizations for its entry into and performance of this Agreement have been taken, fulfilled and done.
- b) Nothing in this Agreement infringes the industrial or intellectual property rights of any person

- c) The entry into and/or performance of or compliance with the obligations under this Agreement do not and will not violate any law to which parties are subject to or any of the documents constituting them.
- d) The services they will perform under this Agreement shall be of a professional quality conforming to generally accepted industry standards and practices
- e) They have and shall continue to have, the full corporate power and authority to enter into this agreement , and to perform their obligations under this agreement and in the event that the third party's services are involved , they have the full power and authority to involve the third party in the performance of their obligations under this Agreement.
- f) They shall not without prior consent of the other party use any advertising, marketing materials, websites, publicity or otherwise the names of the trademarks of the other party.

7 DURATION

This contract shall remain in force for a period of five (5) years unless and until reviewed and renewed by the parties; or terminated by either party in accordance with the provision of clause10.

8 TERMINATION OF AGREEMENT

8.1 Either party may terminate this agreement without prejudice to the antecedent rights and obligations accruing to either party for any reason provided that such termination is communication to the other party by giving not less than 3 months written notice.

8.2 Either party may terminate this Agreement immediately in the event that the other party commits any breach of any condition of this agreement and fails to remedy such breach within Fourteen (14) days of receiving a request in writing from the other party to remedy such breach.

8.3 This Agreement shall forthwith terminate if at any time any party;-

- i. Becomes incapable of acting, or is adjudged bankrupt or insolvent ,or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or other similar official of all or any substantial part of its property, or
- ii. Admits in writing its inability to pay or meet its debts as they mature or suspends payment thereof , or

- iii. If a resolution is passed or an order made for the winding up or dissolution of the party, or
- iv. If a receiver ,administrator or other similar official or all or any substantial part of its property or if any order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law, or
- v. If any public officer takes charge or control of either party or its property or affairs for the purpose of rehabilitation, conservation or liquidation so as to render this agreement impossible to perform, or
- vi. If any law is passed for the de-establishment of any party so as to render this agreement impossible to perform, or
- vii. If the other party ceases ,or threatens to cease or carry on business, or
- viii. In the event of any changes in and re-organization of the Bank or the County which may have a material implication on the operations of this Agreement, rendering the implementation thereof to be impossible.

9 EFFECT OF TERMINATION

9.1 Any termination of the agreement in whole or in part however occasioned shall not affect any accrued rights or liabilities of either party , nor shall it affect the coming into force or continuance in force of any provision hereon which is expressly or by implication intended to come into or continue in force on or after such termination.

9.2 In the event of termination the County shall be entitled to remittance of all monies collected on its behalf by the Bank , less any fees chargeable by the Bank pursuant to this agreement and the parties shall cease to operate the Payroll Management Account.

9.3 In the event of termination the Bank shall be entitled to all Payroll payments of fees due up to the effective date of actual termination

10 LIMITATION OF LIABILITY

The Parties shall exclude each other from liability for any loss that occurs due to any of the events of Force Majeure as defined herein.

Neither Party shall be liable under any circumstances for any incidental or consequential loss or damage or any damages for negligence arising from the performance of their obligation under this agreement unless otherwise specified herein or agreed by mutual consent.

11 RESOLUTIONS OF DISPUTES

The County and the Bank shall make all efforts to solve any dispute or difference arising between the parties hereto regarding the meaning or interpretation or anything herein contained or otherwise arising out of or in connection with this Agreement amicably by direct informal negotiation.

In the event that negotiation proves fruitless, the disputes shall be referred to a single arbitrator to be appointed by the parties hereto and in the event of failure to agree, the Arbitrator shall be appointed by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenya Branch) which appointment shall be binding on the parties hereto. Such arbitration shall be carried out in accordance with and subject to the provisions of the Arbitration Act, 1995 of the Laws of Kenya ("The Arbitration Act") or any re-enactment or statutory modification thereof for the time being in force.

12 CONFIDENTIALITY

12.1 Both parties shall keep all information concerning each other's business, technology, intellectual property, trade secrets, customers, markets, business methods, services, future plans of that party or of their affiliates revealed, obtained or developed in the course of this agreement, whether in print or electronic form (Confidential Information) confidential and proprietary. The parties shall require their affiliates, employees, agents and sub-contractors to maintain the information strictly confidential to the same degree as is required on the parties in this agreement **PROVIDED THAT** this restriction shall not apply to any information relating to either party which prior to the execution of this agreement was in the public domain or is required under compulsion of law **AND PROVIDED FURTHER THAT** the obligation of confidentiality shall survive the termination of the agreement.

12.2 The receiving party shall not be obligated under this clause with respect to information the receiving party obtains which:

- i. Is or has become readily publicly available without restriction through not fault of the receiving party or its employees or agents; or
- ii. Is received without restriction from a third party lawfully in possession of such information of lawfully empowered to disclose such information; or
- iii. Was rightfully in the possession of the receiving party without restriction prior to its disclosure by the disclosing; or
- iv. Is independently developed by the receiving party by employees without access to the other party's similar confidential information.

12.3 The four above exceptions to the confidentiality provisions of this Agreement do not confer any license or other rights to the receiving party for any of the information referenced in the said exceptions. Nothing herein shall permit the receiving party to disclose or use, except as explicitly permitted elsewhere in this Agreement, Confidential information of this disclosing party and then only on an “as-needed” basis for the purposes of this Agreement.

12.4 Each party acknowledges that its breach of this clause would cause irreparable injury to the other for which monetary damages are not adequate remedy. Accordingly, a party will be entitled to injunctions and other equitable remedies in the event of such a breach by the other.

12.5 The terms of this Agreement are Confidential Information.

12.6 The operation of this clause shall survive the termination or expiration of this Agreement

13. PRIMARY

For a period of 5 years from the date of this agreement, the County shall not engage with disparate parties in engagements similar to the Payroll Management Service with the Bank as long as the contract has not be terminated

14. ASSIGNMENT

Neither party shall assign novate, sub-contract or otherwise dis[pose of this Agreement or any part thereof without previous consent in writing of the other.

15 GOVERNING LAW

This Agreement shall be governed by the Law of Kenya.

16 FORCE MAJEURE

- a) No delay or failure by either party shall constitute a breach or give rise to any claim for damages or loss of anticipated profits if such delay or failure is caused by Force Majeure;
- b) Force Majeure shall mean an occurrence which the party is unable to prevent or provide against by the exercise of reasonable diligence including, but not limited to, acts of God or of the public enemy, appropriation of confiscation of facilities, terrorists activity or any other concerted acts of employees or other similar occurrences.
- c) The party affected by any Force Majeure event persist for more than 30 days, the other party shall have the right to terminate this Agreement forthwith.

17 WAIVER

The waiver by either party of any breach of any of the provisions of this Agreement shall not be constructed as a waiver of any succeeding breach of the

same or other provisions, nor shall delay or omission on the part of the aggrieved party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder operate as a waiver of any breach or default by the other party.

18 **NOTICES**

Any notices, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to the county secretary or registered at the following address;-

For Name of the county:

**County Secretary
Embu County Government
P.O Box 36-60100
EMBU**

**ANNEX: CONTRACT FORMS
CONTRACT FOR BANK SERVICES (PAYROLL PROCESSING)
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS**

CONTRACT

This Agreement, [hereinafter called “the Contract”) is entered into this _____ *[Insert starting date of assignment]*, by and between _____ *[Insert Client’s name]* of [or whose registered office is situated at _____ *[insert Client’s address]*](hereinafter called “the Client”) of the one part AND

_____ *[Insert Bidder’s name]* of [or whose registered office is situated at] _____ *[insert Bidder’s address]* (hereinafter called “*Bidder*”) of the other part.

WHEREAS the Client wishes to have the *Bidder* perform the services [hereinafter referred to as “the Services”, and

WHEREAS the Bidder is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services (i) The *Bidder* shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.

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

3. Payment A. **Ceiling**
For Services rendered pursuant to Appendix A, the Client shall pay the *Bidder* an amount not to exceed _____ *[Insert amount]*. This amount has been established based on the understanding that it includes all of the *Bidder’s* costs and profits as well as any tax obligation that may be imposed on the *Bidder*.

B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs _____ upon the Client's receipt of a copy of this Contract signed by the Bidder

Kshs _____ upon the Client's receipt of the draft report, acceptable to the Client; and

Kshs _____ upon the Client's receipt of the final report, acceptable to the Client.

Kshs _____ Total

C. Payment Conditions

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

4. Project Administration

A. Coordinator.

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

B. Reports.

The reports listed in Appendix C, "Bidder's Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments.

5. Client Obligation The Client will provide the following to the Bidder to enable them undertake the assignment smoothly:

1. Provide necessary assistants to the Bidder regarding availing of information/data.

- 6. Performance Standards** The Bidder undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Bidder shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 7. Confidentiality** The Bidder shall not, during the term of this Contract and within five (5) years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 8. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Bidder for the Client under the Contract shall belong to and remain the property of the Client. The Bidder may retain a copy of such documents and software.
- 9. Consultant Not to be Engaged in certain Activities** The Bidder agrees that during the term of this Contract and after its termination the Bidder and any entity affiliated with the Bidder shall be disqualified from providing services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 10. Insurance** The Bidder will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Bidder shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.
- 13. Forced Majeure on non performance** (i) Where the performance by the Bidder of its obligation under the contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Bidder, the Bidder shall promptly notify the Client, in writing, of the nature of the force majeure event stating the anticipated delay in the performance of the contract.
- (ii) Upon the receipt of the notice under paragraph (i), the Client shall consider the request and determine if it is reasonable to extend the time of the performance of the

contract or terminate the contract based on the force majeure event.

14. Dispute Resolution

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either Party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

15. Termination for Default

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

- a) if the Bidder 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 Client.
- b) if the Bidder fails to perform any other obligation(s) under the Contract.
- c) if the Bidder, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Client 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 Bidder shall be liable to the Client for any excess costs for such similar services.

16. Termination of insolvency

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

17. Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

18. Severability

If at any time, any provision of this Contract is illegal, invalid

or unenforceable in any respect under any law, neither the legality, validity or enforceability of the remaining provisions will in any way be affected or impaired.

FOR THE CLIENT

FOR THE TENDERER

Full name; _____ Full name; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated
the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: - 1.

- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary

