TEACHERS SERVICE COMMISSION

TENDER DOCUMENT FOR PROCUREMENT OF SERVICES

SUPPLY, INSTALLATION AND COMMISSIONING OF AN ENTERPRISE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS) AND DIGITIZATION OF RECORDS -TSC/T/37/2017-2018 **3 YEAR FRAMEWORK AGREEMENT**

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CONTENTS

TENDER NO.   TSC/T/037/2017-2018

TENDER NAME: SUPPLY, INSTALLATION, COMMISSIONING OF AN ENTERPRISE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS) & DIGITIZATION OF TSC RECORDS

1.1   Teachers Service Commission, (herein referred to as TSC) now invites sealed bids from bidders who are technically and financially capable for **SUPPLY, INSTALLATION AND COMMISSIONING OF AN ENTERPRISE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDRMS) & DIGITIZATION OF TSC RECORDS**

1.2   A complete tender document may be obtained by interested candidates upon payment of a non- refundable fee of **Kshs.1, 000.00** in cash or bankers cheque payable to **The Secretary, Teachers Service Commission** and attach a copy of receipt to the Tender document. **Alternatively,** the document may be downloaded for free from www.tsc.go.ke. Prices quoted should be net inclusive of all **taxes and delivery costs, must be expressed in Kenya shillings**

1.3   Interested eligible candidates may obtain further information and inspect the tender documents at the office of the TSC located TSC from **MONDAY TO FRIDAY BETWEEN 0800 HOURS AND 1600 HOURS.**

1.4   Tenderers shall be required to submit Tender Security of 2% of the tender sum as indicated in the Form of Tender in form of guarantee from a reputable bank or from an insurance company approved by PPRA payable to the Commission Secretary, Teachers Service Commission.

1.5   Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at the **TSC House, Podium wing, Third floor**, or be addressed and posted to **The Secretary, Teachers Service Commission, P.O. Box Private Bag-00100, Nairobi** to be received on or before **11.00 AM TUESDAY, 20th December, 2017.**

1.6   Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at TSC House 3rd floor Podium Wing

1.7   Canvassing or lobbying for the tender shall lead to automatic disqualification.

Table of Clauses

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 complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.

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

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

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

2.2 Eligible Equipment

2.2.1 All equipment to be supplied and installed under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the equipment(s) are produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

2.3 Cost of Tendering

2.3.1 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.

2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000.00

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

2.4 Contents of Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenderers

      (i)   Invitation to Tender
      (ii)   Instructions to Tenderers
      (iii)   General Conditions of Contract
      (iv)   Special Conditions of Contract
      (v)   Schedule of requirements
      (vi)   Technical Specifications

(vii)   Tender Form and Price Schedules
(viii)   Tender Security Form
(ix)   Contract Form
(x)   Performance Security Form
(xi)   Bank Guarantee for Advance Payment Form
(xii)   Manufacturer's Authorization Form
(xiii)   Confidential Business Questionnaire Form
(xiv)   Declaration form

2.4.2   The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5   Clarification of Tender Documents

2.5.1   The Employer will only respond to requests for clarification received earlier than seven (7) days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

2.6   Amendment of Tender Documents

2.6.1   At any time prior to the deadline for submission of tender, 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.

2.6.2   All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3   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.

2.7   Language of Tender

2.7.1   The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that 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.

2.8 Documents Comprising the Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components.
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14
- (e) Confidential Business Questionnaire

2.9 Tender Form

2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, installed and commissioned and a brief description of the equipment, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) the price of the equipment quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
- (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
- (iii) installation charges shall also be indicated separately for each equipment

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

2.11 Tender Currencies

2.11.1 Prices shall be quoted in the following currencies:
- (a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
- (b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
- (c) Cost of installation and commissioning will be in Kenya Shillings.

2.12 Tenderers Eligibility and Qualifications

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

2.12.2   The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3   The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction;

(a)   that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment

(b)   that the tenderer has the financial, technical, and production capability necessary to perform the contract;

(c)   that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13   Goods Eligibility and Conformity to Tender Document

2.13.1   Pursuant paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract

2.13.2   The documentary evidence of the eligibility of the goods shall consist of statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3   The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

a)   a detailed description of the essential technical and performance characteristic of the equipment

b)   a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and

c)   a clause-by-clause commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4   For purposes of the commentary to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive.   The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14   Tender Security

2.14.1   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.

2.14.2   The tender security shall be in the amount not exceeding 2 percent of the tender price.

2.14.3   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 2.14.7

2.14.4   The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, 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.

2.14.5   Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

2.14.6   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 prescribed by the Procuring entity.

2.14.7   The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8   The tender security may be forfeited:

   a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
   b) in the case of a successful tenderer, if the tenderer fails:

       i) to sign the contract in accordance with paragraph 2.27
              1. or
       ii) to furnish performance security in accordance with paragraph 2.28

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

2.15   Validity of Tenders

2.15.1   Tenderers shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20.   A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2   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 2.14 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.

2.16   Format and Signing of Tender

2.16.1   The Procuring entity shall prepare two copies 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.

2.16.2   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 unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3   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.

2.17   Sealing and Marking of Tenders

2.17.1   The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.17.2   The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given on the Invitation to Tender.

(b) bear the tender number and name in the Invitation to Tender and the words **"DO NOT OPEN BEFORE 20th December 2017at 11.00am**

2.17.3   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".

2.17.4   If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18   Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.5.1 not later than **20th December, 2017 at 11.00am**

2.18.1   The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

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

2.19   Modification and Withdrawal of Tenders

2.19.1   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.

2.19.2   The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4   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 2.14.7

2.20 Opening of Tenders

2.20.1 The Commission will open all tenders in the presence of tenderers or their representatives who choose to attend, on **20th December, 2017 at 11.00am; TSC House, 3rd Floor, Podium Wing.**

2.20.2 The tenderers' representatives who are present shall sign a tender opening register evidencing their attendance.

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

2.20.4 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.3 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.

2.21.4 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.

2.22 Preliminary Examination and Responsiveness

2.22.3 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.

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

2.22.5 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 effect the relative ranking of any tenderer.

2.22.6 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.7 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 non-conformity.

2.23 Conversion to Single Currency

2.23.3   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.

2.24   Evaluation and Comparison of Tenders

2.24.3   The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.4   The Procuring entity's evaluation of a tender will exclude and not take into account

(a)   in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and;

(b)   any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.24.5   The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.24.6   The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:

1.   delivery and installation schedule offered in the tender;
2.   deviations in payment schedule from the specifications in the Special Conditions of Contract;
3.   the cost of components, mandatory spare parts and service;
4.   the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

2.24.7   Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

(a)   *Delivery schedule*
The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries 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 of 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.

(c)   *Spare parts and after sales service facilities*
Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

2.24.8   The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

2.25   Contacting the Procuring Entity

2.25.3   Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.4   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 Tenderer's tender.

2.26   Award of Contract

(a)   Post-Qualification

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

2.26.4   The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.26.5   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

2.26.6   The Procuring entity will award the contract to the successful tenderer(s) 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.

2.26.7   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 – as outlined in the Technical Specifications for Tenderers Reference in Envelope A.
   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.

(c)   Procuring Entity's Right to Accept or Reject Any or All Tenders

2.26.8   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 tenderer of the grounds for the procuring entity's action

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

2.26.10   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.

2.26.11   A tenderer who gives false information in the tender document about is 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.

2.27   Notification of Award

2.27.3   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.

2.27.4   The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.

2.27.5   Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful

2.28   Signing of Contract

2.28.3   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.

2.28.4   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.

2.28.5   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.

2.29   Performance Security

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

2.29.4   Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 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

2.30   Corrupt or Fraudulent Practices

2.30.3   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 and will not be involved in corrupt or fraudulent practices.

2.30.4   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.

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

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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.

ITT	Particulars of appendix to instructions to tenderers		
2.1.1	Particulars of eligible tenderers: This tender is open to bidders with proven financial and technical capability to provide an Electronic Document Management System		
2.3.2	Price to be charged for manual tender documents. **Kshs. 1,000**		
2.10	Particulars of other currencies allowed. **None**		
2.11	Particulars of eligibility and qualifications documents of evidence required. **Refer the Evaluation Criteria**		
2.14.2	The amount of tender security required is **2% of tender contract price**		
2.14.4	A tender security in the form of a Guarantee from a reputable Bank or an Insurance Company approved by the PPOA. **SELF ISSUED BID BONDS BY THE BIDDERS WILL NOT BE ACCEPTED**		
2.15	Validity of Tenders: **Tenders Shall remain valid for 120 days up from date of opening**		
2.17.1	The bidder shall seal the original and copy of the tender in separate envelopes duly marked "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope addressed to The Secretary, Teachers Service Commission P.O Box Private Nairobi. The Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Unit.		
2.22	**Evaluation Criteria** a) Preliminary Evaluation - Mandatory Requirements (MR)		

No.	Documents to be submitted	YES/NO
MR1	Copy of certificate of Registration/Incorporation	
MR 2	Copy of Valid Tax Compliance certificate	
MR 3	Copy of valid PIN/VAT	
MR 4	Dully filled, signed and stamped Confidential Business Questionnaire in format provided	
MR 5	Price Schedule in the format provided	
MR 6	Filled and signed Form of Tender in the Format provided	
MR 7	Documentary proof of adherence to ISO 15489 International Records Management	
MR 8	Documentary Proof of adherence to ISO 19005-1 – Document management – Electronic document file format for long-term Preservation Standard	
MR 9	Detail of licensing mode options for server administration, per server and end user (also specify whether annual or one-off)	
MR 10	Detail of warranty for EDMS for at least 3 months following the commissioning	
MR 11	Manufacturer's Authorization or Dealership Agreement	
MR 12	Original copy of the Tender Security (Bid bond) of 2% of the contract price inform of a Bank guarantee or bankers cheque from a reputable bank in Kenya or Insurance guarantee approved by PPRA and must be valid for **150** days from the date of tender opening.	
MR 13	Filled, signed and stamped declaration that the bidder is not debarred from participating in Public Procurement in the format provided	
MR14	Filled, signed and stamped declaration that they will not engage in any corrupt practice in the format provided	

	MR15	Valid Business Permit from the county government	
	MR16	Dully filled, signed and stamped Site visit form by appointed TSC and Bidder representatives	

Note: Only bids meeting all the above requirements shall proceed to technical evaluation

N.B: MUST have all pages in the whole document SERIALIZED and INITIALIZED

TECHNICAL EVALUATION CRITERIA – PHASE 1

EDMS – Technical Specification	Response
Product Considerations	
State the name of each software product/component included in the proposal and provides a description of each.	
Is it an ECM & Workflow suit which uses the same business logic, user interface, content repository, and security and administration modules?	
Does the system have the ability to easily configure, deploy and modify sophisticated ECM solutions without being locked into a rigidly coded application?	
Does the system have a wizard based function to customize applications for different organization needs?	
Can application be generated without writing any code?	
Does the system allow defining of input forms or ability to modify the system input screens?	
Does the system allow defining of retrieval screens or ability to modify the system retrieval screens?	
Does the system provide ability to view the – Application navigation panel, Search results, Document (image, word, etc.), and Metadata at the same time in one page?	
Does the system have proven ability to store and manage more than billion documents?	
Does the system have proven ability support more than 2000 users working simultaneously?	
Can internal IT staff maintain and expand and even change the applications without the assistance of the vendor and without writing any code?	
Technical	
Does the system support both Microsoft MSSQL and Oracle database platforms?	
Does the system support both Internet / Intranet environments?	
Can the system be managed and maintained on a hosted site?	
Does the system support hybrid private clouds solution?	
Does the system support Microsoft IE, Firefox Mozilla and Google Chrome browsers?	
Does the system support storing of documents on distributed NAS / SAN devices?	
Does the system provide a TCP/IP based access to the documents repository and encryption capabilities for the documents?	
Is the system a modular solution?	
Does the system have the ability to authenticate using Active Directory?	
Does the system have the ability to use single-sign-on for authentication?	
Is the architecture scalable?	
Does the system provide a customizable reporting tool?	

Does the system provide a web based viewer which minimize the amount of data sent over the network by displaying the first page of the file and small thumbnail images of other pages in the file?	
Scanning/Imaging	
Can the system scan directly into the DMS using TWAIN source using the web interface?	
Can the system scan multi-pages of B&W, Gray-scale or True color?	
Does the system support high-volume scanning?	
Does the system support network scanning stations?	
Does the system have the ability to capture and add e-mail (including attachments) to the library directly from the user's desktop?	
Does the system have unrestricted ability to classify documents with metadata to make them easier to search and retrieve in the future?	
Can additional fields be added to the metadata at any point without writing any code?	
Does the system support automatically sending scanned documents to workflow?	
Can the system be customized to work with other applications (if the applications use the same framework architecture as the proposed system?)	
Does the system support massive batch scanning of documents and automatic of distribution for indexing?	
Does the system allow for the saving of scanning parameters and settings e.g. pages date, author etc.?	
Do you support distributed network scanners?	
Documents can be scanned remotely?	
Is there an automated importing capability with the system?	
Specify the import methods that the system supports.	
Specify the scanning technologies supported by the system	
Does the system provide archiving of images and electronic documents?	
Does the system provide an integrated image viewing and processing tools such as ZOOM, Negative, Flip, Mirror, Contrast and Brightness, Resize and Rotate etc.	
Does images are compressed automatically to save storage space?	
Does the system support OCR from the scanned images?	
Does the system support Bar-Code recognition from the scanned images?	
Upload	
Does the system support scheduling of import jobs from local or server folders to enable automatic import on a regular basis?	
Does the system have the ability to capture transactional documents generated by other systems?	
Annotation	
Can comments be posted on documents?	
Can comments be kept in the database?	
Does the system provide the ability to markup documents with colored marks, text annotations, sticky notes, etc.?	
Is comment information kept with date, time, user, text?	
Documents	
Does the system support DOCX, XLSX, PPTX, PDF, MSG formats?	

Can files be viewed using a built-in viewer (E.G viewing Word files without having MS-Word installed in the station)	
Are documents kept in their native format without being changed?	
Does the system mange document versions?	
Does the system have a check-in/ check-out capabilities?	
Can a document be viewed while checked-out?	
Can documents be converted to other formats? E.g. Word to TIF or PDF?	
Does the system support hierarchical Filing?	
Can documents be saved directly from the native application (e.g. MS Word) into the DMS system?	
Does the system support the ability to launch documents externally from the DMS using native applications?	
Does the system support import of documents with index information?	
Does the system support ability to edit and save documents directly from the DMS viewer without changing the original?	
Does the system manage system fields for each document including: creation/update date, user creating/updating, document type, version number, etc. regardless of additional metadata defined?	
Can any documents be linked to other documents within the DMS?	
Email Management	
Does the system provide an automated process for the capturing of all inbound and outbound e-mails?	
Does the system allow to save e-mails with or without attachments, both incoming and outgoing?	
Does the system allow saving of e-mails with attachments, as a single multipage TIF or PDF?	
Does the system allow linking the mail message and its attachments to an existing document in DMS?	
Does the system enable view of email messages stored in the DMS with an indication of its attachments?	
Does the system enable view of email messages attachments from within the DMS?	
Business Process Automation/Workflow	
Does the system have native workflow capabilities for handling documents based tasks?	
Does the system support ad-hoc and rules based workflow?	
Does the system offer a graphical user interface for developing workflow?	
Does the system support modifying of an active workflow design while keeping the old version?	
Does the system workflow provide conditional flows depending on user input or system data?	
Does the system workflow support both private (single user) and public (multiple users) queues for tasks?	
Does the system workflow support manager authorization to control both private and public queues (view, transfer, close, etc.) of tasks?	
Does the system offer approval/disapproval functionality?	
Does the system offer escalation of workflow items? Does it offer queue transfer and balancing in case of vacations, sickness, or load?	
Does the system offer the ability to create alarms based on time, numbers, queue, and custom properties?	
Can workflow be sent to external recipients?	
Does the system manage work time tracking to manage the amount of time users spend performing their work?	
Does the workflow process engine allow for Load balancing?	

Does the DMS have a strong reporting utility for each workflow defined? This should include reports like, All work not completed, User productivity in responding to tasks. Time taken to complete a specific workflow etc.	
Does the system include the ability to prioritize items in queues?	
Does the system workflow feature allow users to assign "pending" status to a workflow item until a certain date or event occurs?	
Does the system workflow include a facility to distribute incoming items to group members in rotation, or on a member's completion of the current task, to balance team members' workloads?	
Does the system show the progress of a document through a workflow so that users can determine the status of a document in the process?	
Does the system keep and can show the history of a workflow process for each document that participate in a workflow process?	
Searching & Queries	
Does the system provide for basic and advanced searching?	
Does the system provide for instant retrieval?	
Does the system provide the ability to define searches for specific users?	
Does the system Support for Boolean operators to do document searches?	
Does the system offer the ability to perform document searches from other applications such as ERP, or web applications?	
Does the system offer permission based searching so a user can see only documents they have access to?	
Does the system support "Google like" full text search?	
Can searches be done on the metadata and the content of the file at the same time?	
Does the system provide a configurable tool to build queries and reports?	
Does the system provide ability to create sub queries within the main search criteria?	
Do queries supports drill-down capabilities? (E.g. Clients > Orders > Items)	
Does the system provide ability to search text within file notes of documents in the database?	
Does the system avoid returning results the user is not allowed to see?	
Does the system allow for interactions via Mobile platforms – including USSD dial in of queries?	
User Interface	
Does the system provide a configurable user interface, both in win form and web form, without the need to write any code?	
Does the system have the ability to customize data views or user interface framesets for different user groups?	
Does the system have the ability to delete/disable unwanted (not required fields)?	
Does the system have the ability to modify field names?	
Does the system have the ability to add new fields and names?	
Does the system offer a simple drag and drop interface style for uploading documents?	
Can documents be created (and not just uploaded) directly from the system UI? (E.g. operate a scanner, create word document by template).	

Can external systems access easily the system UI to perform documents retrievals or document creation? If so, which kind of authorization is needed?	
Integration	
Specify the applications (if any) that the system can integrate with?	
Does the system integrate with 3rd party data bases?	
Will the system integrates easily with legacy systems?	
Will the system integrates easily with legacy systems such as ERP (HRMIS/FINANCIAL SYSTEM), CRM, Teachers Online System, TPAD, TPAY, Mobile app, Messaging System	
Will the system integrates easily using script based integration tools?	
Does the system provide Web Services for Uploading and Downloading of data and documents and for Workflow activities?	
Does the system integrate with websites?	
Does the system integrate with LDAP?	
Does the system support ubiquitous browsers?	
Does the system supports crystal report integration?	
Audit Trail	
Does the system have the ability to restore deleted files?	
Does the system maintain an audit trail for modifications?	
Does the system maintain an audit trail for all user activities?	
Does the system provide the ability to modify a document while safeguarding the original copy?	
Does the system can send alerts in cases of irregular activities, predefined by the system administrator?	
Does the system record each user's log-on and log-off times?	
Security	
Does the system have independent security system from that of the network?	
Apart from having its own authentication mechanism, does the system support LDAP Authentication?	
Does the system provide protection at-? Application Level, Library Level, Document level, Fields Level and Content Level?	
Does the system have the ability to retain some documents as private?	
Does the system provide comprehensive collaboration using role-based access for viewing, accessing, or modifying documents based on permissions? Structured user rights - prevent users from accessing documents that they do not have authority to access.	
Does the system provide a configurable navigational security with multiple layers of user-definable security to limit access at the system, departmental, user, function, and workflow?	
Does the system provide the ability to audit all system activity and create audit reports including a clear, auditable record of access and changes?	
Does the system include audit process for date/time/user stamp for scanned files?	
Can documents be blocked?	
Can document security be controlled based upon metadata rules?	
Does the system work over HTTPS/SSL?	
Is there a way to restrict printing or exporting?	
Can the file content be encrypted within the repository by the system?	

Does the system have the ability to support firewall and work within firewall without any third party applications?	
Does the system have the ability to force regular passwords changes?	
Does the system have the facility to restrict users to certain functions within the system?	
Resources	
Provide a project and implementation plan for deployment and implementation of the software solution within 90 days.	
Can the system be easily customized? Are there APIs or Web Services? Can the UI be modified without writing code?	
Can the system software be easily deployed? Fast implementation - up and running within weeks?	
Training	
Provide information on the training tools proposed.	
Are interfaces intuitive and require minimal training for the end users?	
Does vendor provide online ongoing training as needed?	
Reporting and Analysis	
Does the system Provide reporting capabilities which exist as part of the system?	
Does the system Provide Content Analytics capabilities which exist as part of the system?	
Does the system Allow reports to be saved for future reuse?	
Vendor	
Please tell us about your largest implementation, number of licenses, users, documents, size of the installation and number of servers used?	
What is your approach to implementation? Please provide a typical timeline and examples of your project process.	
Do you deploy and manage the system?	
Architecture	
Describe what platform you recommend for your product and what platforms are supported that will allow your EDMS to scale to meet our needs. Please elaborate on the exact architecture needed, preferred database, application servers, and web servers.	
Describe the system scalability concept.	
Describe the system Integration capabilities and APIs.	
NB: Brochures required where applicable.	

TECHNICAL EVALUATION CRITERIA - PHASE 2

No.	Factor Under Consideration	Weight (%)
1.	Adherence to technical specifications of the EDRMS: • Hardware (Server) Specifications **(20 Marks)** • Interface Capabilities **(10 Marks)** • Workflow **(14 Marks)** • Allow transfer of records to a third party software or a storage media **(6 Marks)** NB: only tenderers whose products meet at least 90% of this factor (i.e. 45 out of 50) shall proceed to be evaluated below.	50
2.	Methodology and Work Plan	29

		- Qualifications of personnel proposed for the project: Attach detailed CVs and copies of certifications) (10 Marks).
		
		    <u>Project Manager</u> **(6 Marks)**
		       • Should have Masters in Management or related degree
		       • Ten years' experience in the ICT Field
		       • 10 years project management experience of the proposed solution in four sites
		       • Should have PMI or equivalent project management certifications
		
		    <u>System engineer-4</u> **(4 Marks)**
		
		       • Should have a BSC in computer science or related degree
		       • Should be fully certified in the proposed EDMS and related hardware like scanners and servers
		       • 5 years' experience in the development of the proposed solution.
		
		- **Provide proposed site organizational structure (4 Marks).**
		
		- **Installation, Testing & Commissioning Timetable in GANTT chart format (5 Marks).**
		
		- **Adequacy of defects liability plan, 1 year warranty (4Marks)**
		
		- **Training**
		    • **Details of training activities, both on-site as well as OEM training (4 Marks)**
		    • **Time table of training activities (2 marks)**		

3.	Past experience: - Provide a list of 5 (five) corporate clients supplied with similar systems in the past 5 years. Please attach documentary evidence of such works i.e. Contract agreements, purchase orders, completion certificates and reference letters addressed to Teachers Service Commission (TSC) Administration from the clients. - Include a list of all completed and ongoing projects undertaken by the bidder with supporting documentation on value and stage of completion. Site visits will be conducted for verification with the clients. Non-disclosures in the regard will lead to automatic disqualification of the bidder.	10	
4.	**Financial Strength and Performance of the Tenderer:** Provide audited financial accounts for the previous two (2) years - 2013/2014 and 2014/2015:	11	

	- Liquidity ratios: CA/CL ≥ 1:1 = **3 marks** CA/CL ≥ 0.5:1 = **2 marks** CA/CL < 0.5 = **1 marks** - Gearing ratios not more than 50% = **3 marks** 50% - 99% = **2 marks** 100% and above = **1 mark** - Profitability ratios 10% and above = **2 marks** 5% - 9% = **1 marks** Below 5% - **0 mark** - Turnover above Kshs. 400m = **3 marks**	

Bidders will be required to score a minimum of 75% to proceed to Financial Evaluation.

I) **Financial Evaluation & Award Criteria**

The tender will be awarded to the bidder with the lowest evaluated price.

System Demonstration: *The vendor may be invited to demonstrate the functionality of the system as per the scope of work contained in the tender document.* *Site Visit:* *The Procuring entity reserves the right, in determining to its satisfaction whether the bidder can perform the contract satisfactorily, to conduct site visits to the reference sites.*
Performance Security shall be 10% of the contract sum in form of a bank guarantee in the format provided in the tender document

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 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 Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
   (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
   (e) "The Tenderer' means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superseded by provisions of other part of contract.

3.3 Country of Origin

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The Candidate shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 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 Goods or any part thereof in the Procuring entity's country

3.7 Performance Security

3.7.1 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.

3.7.2 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.

3.7.3 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) Bank guarantee
   c) Such insurance guarantee approved by the TSC
   d) Letter of credit

3.7.4 The performance security will be discharged by the Procuring entity and returned t the Candidate not late than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the equipment 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.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer. 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.

3.8.3 Should any inspected or tested equipment fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The tenderer shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2   The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10   Delivery and Documents

3.10.1   Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11   Insurance

3.11.1   The equipment supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12   Payment

3.12.1   The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2   Payments shall be made promptly by the Procuring entity as specified in the contract

3.13   Prices

3.13.1   Prices charged by the tenderer for equipment delivered and installation performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

3.13.4   Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.14.   Assignment

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

3.15. Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16. Termination for Default

3.16.1 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 deliver any or all of the equipment within the period9s) 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

3.16.2 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar equipment.

3.17. Termination for convenience

3.18. Liquidated Damages

3.18.1 If the tenderer fails to deliver and/or install any or all of the items within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods.   After this the tenderer may consider termination of the contract.

3.19. Resolution of Disputes

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

3.19.2 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 referred for resolution to the formal mechanisms specified in the SCC.

3.20. Language and Law

3.20.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

3.21. Force Majeure

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

3.22   Notices

3.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

3.22.2 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 (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2   Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	Performance Bond shall be 10% of the contract sum
3.10	The vendor shall provide for System upgrade patches compatible with the existing Operating Systems at no extra cost The contractor shall be required to partner with a local firm preferably within the Country for purposes of offering after sales support The ownership of data captured under the Electronic Data Management System shall remain that of the TSC
3.12.1	Payments shall be made 30 days after certification of invoice as follows: i. Twenty (20) percent of the Contract Price shall be paid on the commencement date against the submission of bank guarantee advance payment for the same. ii. The balance shall be paid against deliverables (Milestones as agreed)
3.18.1	Resolution of disputes shall be through arbitration. Appointment of an Arbitrator shall be in accordance with the provisions of the Arbitration Act Cap 49 of the Laws of Kenya Appointment of arbitrator to be conducted as per the Arbitration Act

SECTION VI ~ TECHNICAL SPECIFICATIONS

6.1 GENERAL

6.1.1. These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.

6.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.

6.1.3 All the service elements to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products

6.1.4 The tenderers are requested to present information along with their offers as follows;~

(i)   Shortest possible delivery period of each product
(ii)   Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses

6.2 BACKGROUND

6.2.1 The Teachers Service Commission is the agency responsible for the nation's teaching staff. The TSC undertakes various functions aimed at enhancing welfare of the members of the TSC in the country as guided by the executive law.

6.2.2 TSC would like to implement an Electronic Document Management System and digitization of approximately **108,000,000** records to in order provide the following benefits;

1. Reduce or eliminate paper flow and storage throughout TSC
2. Have quick and easy access to documents and information
3. Optimize document flow throughout the TSC's administration
4. Preserve document confidentiality and integrity
5. Minimize instances of lost or misplaced documents
6. Eliminate duplication in filing documents
7. Maintain consistency in filing documents
8. Save on storage space
9. Improve organizational productivity.

6.2.3 TSC requires the services of an experienced service provider to digitize and index records and to provide comprehensive user training in the use of the Electronic Document Management System for all levels of staff.

SECTION V   ~ SCOPE OF WORK

PART ONE – EDMS

5.0 Scope of Project
TSC seeks the services of a qualified contractor to supply the EDMS and carry out the implementation of the EDMS and services described herein. The Contractor must demonstrate in their proposal that they fully meet the various requirements stipulated in this document.

Broadly, the contractor shall be expected to:-
I.   Provide the EDMS application software that meets the technical/solutions requirements detailed in section 5.6.9 (sections A-W). See section 5.1 for the requirements. The deliverables in this case is the Commercial Off-the-Shelf (COTS)/out-of-the box EDMS system and all the associated **quantity of software licenses.**
II. Provide Implementation, Change Management, Project Management and Technical Support Services to guarantee 100% success of the project and subsequent continual operation of the solution (see section 5.2). The deliverables in this case are a fully working EDMS solution that meets all the identified specific business requirements and use cases and all documentation including but not limited to use case specifications, technical design specifications, user manuals, installation manuals, operational manuals etc.
III. Provide training services to the Commission end users to facilitate adoption and maximum utility of the benefits afforded by the EDMS system and provide training services to the Commission's ICT team (see section 5.3). The deliverables include trained business and technical personnel, training presentation materials in digital and hard copy forms submitted to TSC.
IV. The system shall be expected to implement workflows as listed below;
   a) Transport
   b) Parliamentary questions
   c) Secretariat to Commission meetings
   d) Performance Contracting
   e) Legal
   f) Records Management
   g) Policy Analysis

5.1 EDMS Software Solutions Requirements Scope
Detailed requirements for each functional module can be found in section 5.6.9. The required workflows are indicated in section 5.0 IV (a-j). These requirements have been extrapolated from analysis of current process needs and future anticipated growth of the Commission. The following are the modules that the system must have;

   a) Scanning Module
   b) User Interface Module
   c) Administration Module
   d) Business process/Workflow Module
   e) Archival Module
   f) Forms Module
   g) Security Module
   h) Integration Module
   i) Reports Module
   j) Barcode recognition Module
   k) Automatic Email Archive Module
   l) Electronically Certified Documents Modu

5.2 Implementation, Change Management and Project Management Scope

The contractor shall undertake among others, the following services:-

I. Provide professional advice on the best practices related to implementation of EDMS projects within the industry in which TSC operates. This includes but not limited to content taxonomy and classification schemes, indexing, disposition and archival policies, standard form templates, standard business processes etc.

II. Undertake analysis, design, specification, coding and testing of required system interfaces and software components required to address TSC specific requirements related to document Management, Digital Asset Management, Collaboration, Web Content Management, Enterprise search, Learning content management, Business Process/Workflow Management, Enterprise wide business process integration, Reporting, Analytics, and Visual Data modeling.

III. Provide specifications for development, staging, testing and production system software, database system, system hardware and communication infrastructure required for the successful delivery of the EDMS project and for the subsequent optimal operation of the EDMS system.

IV. Configure the EDMS development environment: - infrastructure components and application software components. This includes ensuring the right configurations of the operating system, database system, peripheral devices (scanners, printers) etc

V. Configure the EDMS test environment: - infrastructure components and application software components. This includes ensuring the right configurations of the operating system, database system, peripheral devices (scanners, printers) etc

VI. Configure the product environment: - infrastructure components and application software components. This includes ensuring the right configurations of the operating system, database system, peripheral devices (scanners, printers) etc

VII. Lead the data migration of existing digitized documents from legacy systems into the target EDMS system

VIII. Provide post implementation technical support services

5.3 Scope of Training Services

5.3.1 The contractor must assist the TSC to become self-sufficient in supporting, maintaining, managing, and utilizing the proposed EDMS solution over time.

5.3.2 The training program and training materials provided by the contractor must ensure that TSC employees or agents become able to manage, operate and troubleshoot the infrastructure, application, and functional components of the solution. Various parties of the TSC must also become proficient in developing and deploying the required interfaces in their respective environments.

5.3.3 The contractor must provide training and materials for the following groups of individuals:-

a) Identified individuals to be trained as competent technical system administrators.

b) IT application support analysts who will be competent to provide day to day technical support for the installed solutions that the contractor will implement

c) Software developers who will develop or customize specific interfaces, components or reports as and when required.

d) Non-technical functional system super users or Single Point of Contacts (SPOCs), proficient in the basic configuration and advanced usage of the various features of the system. This group of individuals will be drawn from the various business functional areas (directorates).

5.4 Assumptions Pertaining To Project Scope

5.4.1 This tender specification reflects requirements of the TSC Staff within the TSC will be direct/guide   users of the system.

5.4.2 The Commission has a workforce of 3000 staff. Based on the assessment of requirements for identified stakeholder groups, the TSC anticipates a user base of 1500. In time, other stakeholders within the Commission may choose to use the EDMS system to meet their independent functional requirements. Therefore, the Commission seeks a fully scalable system that will support users across the TSC offices country wide.

5.4.3　For proposing purposes, assume a user base of **1,500 employees**; 10% of those being non-technical content contributors or other power users and the remaining 90% casual users. The manual documents are approximately **125 million pages** in number. The manual documents will be digitized over time. Document production volume in TSC is in the five millions of pages per year.

5.4.4　The TSC anticipates that the solution may consist of multiple instances of software able to communicate with one another as needed. For example, the document management system to store documents related to teachers' transactions and secretariat staff and support Teacher Relationship Management System (TRMS), Customer Relationship Management System (CRMS), Human Capital Management System and other MIS.

5.5　TSC Current and Future Computing Environments

5.5.1 Client Side Computing Environment

The Commission currently has about 700 work stations/client desktop machines. A good number of these machines run on MS Windows. An EDMS platform that can be accessed on windows desktops in addition to later windows operating systems will be preferred.

5.5.2 Office Automation Tools

The TSC currently uses the Microsoft Office professional suite of applications (Word, Excel, etc) for office automation. Our current electronic mailing system is based on an open source system with basic functionalities that shall be replaced with an elaborate electronic messaging system in the very near future.

5.5.3　Server Side System Software

Currently, the TSC servers are operating on Windows Server 2012 Data Center Edition. The OS supports virtualization based on *HyperV*. Thus any operating system that can be virtualized using *HyperV* can be provisioned. NB: The Commission is in the process of adopting Hyper-convergence server technology with virtualization using VMware.

5.5.4　Server Side System Hardware

TSC systems software and applications run on IBM Flex Server.

5.5.5　Storage and Backup Infrastructure

The TSC utilizes an enterprise level IBM solution for centralized storage that should be used for any storage of live data. The preferred EDMS solution will be highly available with a redundant infrastructure that supports automated failover in case of component failure. Load sharing based solutions will be ranked higher than hot standbys.

5.5.6　Communication Network Infrastructure

The network connecting different business units (TSC and its county offices) is through MPLS. TSC has standardized on a Cisco Network infrastructure. 11 Counties has cabled LAN whereas 36 are on wireless.

5.5.7 Identity Management Technology

The current identity management solution facility is based on Microsoft Active Directory to provide a standard solution for user authentication. It is important that all new solutions being implemented are fully integrated to work with the security framework.

5.8 Database Technology

Oracle is the preferred choice of the TSC for relational database management. Other database solutions are currently used as part of the core TSC hosted service offering, but in an effort to standardize, any solution that supports the most current version of Oracle in a multi-host real application clustering implementation will be preferred.

5.6   PROPOSAL CONTENTS (TECHNICAL CONTENTS ONLY)

5.6.1   Proposed Application Software and Computing Environment

The vendor must present, in detail, features and capabilities of the proposed application software. This part of the response is a free narrative section. The discussion should provide comprehensive information about the actual solution and services being proposed to address this tender. **The content may overlap the content provided in other sections of the response, but should attempt to not directly replicate other content.**   It is acceptable to refer to the detailed information and supporting tables, charts, and graphs provided in other sections of the response.

In addition, the following information must be included in narrative form:
I.   **Hardware Environment:** Describe the hardware environment required to utilize the proposed software. In the event there is more than one (1) suitable hardware platform, list the best options indicating the relative strengths and drawbacks (if any) of each.
II.   **Network Environment:** Describe the network environment required to utilize the proposed software. In the event that there is more than one (1) suitable network configuration, list options indicating the relative strengths and drawbacks (if any) of each.
III.   **Operating System(s):** Identify the operating system(s) required by the proposed applications software and database management system in the hardware environment recommended above. In the event there is more than one (1) suitable operating system, list all options indicating the relative strengths and drawbacks (if any) of each.
IV.   **Database Platform(s):**   The preferred database platform of the TSC is SQL Language. The vendor should identify the ideal database platform for the proposed software. In the event there is more than one (1) suitable database platform, list all options indicating the relative strengths and drawbacks (if any) of each.
V.   **Desktop Requirements:** Identify the desktop computer hardware and software requirements to the EDMS solution. Include typical requirements for a "power occasional casual, report viewer, system administrator and work requestor.

5.6.2   System Security Architecture
5.6.2.1 The vendor must include a detailed description of the proposed solution's security features. A description of how to secure transactions in a distributed network, over LAN, WAN, MPLS, VPN and public Internet connections must also be included.

5.6.2.2 The vendor must also explain in-detail, the security model of the application, and describe generally the tasks required to configure and maintain application security. Explain as well if and how system security validation can be integrated with MS Active Directory.

5.6.3   Third-Party Products/Optional Software.
The vendor must explicitly list and describe the name of any third-party products that are part of the proposed solution to the TSC. For each third-party product there **must** be comments about whether the vendor's contract will encompass the third-party product and/or whether the TSC will have to contract on its own for the product.

5.6.4   Solution Implementation, Change Management and Project Management Strategies
The implementation plan and associated cost proposal should reflect a best-practice based scenario per the proposer's past experience and industry knowledge.   The proposer's implementation plan should include the following recommended approach:-

I.   Solution map
II.   A visual representation of the components and high-level IT landscape of the proposed EDMS solution. Indicate partner product integration touch points, future software modules and anticipated integration with current and future TSC systems (current systems include Teachers' Online Web portal, Microsoft Dynamics CRM, T-Pay, Human Resource Management System, Finance and Accounting Management, Active Directory, Mobile applications, Electronic Content Messaging systems).
III.   Project management methodology: Among other details, include your approach to managing project scope, change requirements and change orders.
IV.   Change management methodology
V.   Risk Management Approach: Describe your methodology of handling risks and issues
VI.   Proposed data migration methods and tools
VII.   Methods for identification and capture of hard copy content
VIII.   Testing Strategy: Provide details on your process for conducting unit, functional, system and integration, stress and load tests and Acceptance testing
IX.   Project plan and time line
X.   Proposed project staffing, including descriptions of roles and expertise; please detail by project phase. Note that the ratio of vendor resources to TSC staff will be determined upon detailed project resource planning, following selection of a vendor partner.

5.6.5 Development and Staging Environment Hardware & Software

The responses in this section should include detailed specifications and a rationale for the software, services and equipment for the Development, Staging and production Environments. Tenderers should include complete hardware, software and services sufficient to procure, install and configure a development and staging environment for the proposed solution on-site at the TSC offices. Please note that TSC will make available the requisite hardware and hence no need to provide prices of hardware equipment.

5.6.6 Training Plan

This section should outline the vendor's recommendations and plans for assisting the TSC and the TSC contractors to become self-sufficient in supporting, maintaining, managing and utilizing the proposed solution over time. TSC employees or agents must be able to manage, operate and troubleshoot the infrastructure components of the solution. Various parties of the TSC must also become proficient in developing and deploying the required interfaces in their respective environments. The vendor **must** provide a detailed plan for train-the-trainer training, project team training, end user training and technology personnel.

This information **must** include:

I.   Clear identification of the proposed training methods (classroom, lab, mentoring, etc.), schedule and assumptions regarding prerequisite skills of the employees receiving the training. The TSC is also requesting the vendor's recommendations on the number of full time employees (FTEs) required supporting this solution.
II.   Name of third-party training resources. Vendor should identify third party partners that provide training on the use of their application.
III.   Education on the use of application and interface development tools and services included in the proposed solution.
IV.   Change management processes, procedures and tools needed to host, maintain and support the solution.

5.6.7 Maintenance and Post Implementation Support Program.

The tenderer should specify their plans to carry out post-implementation and support including:
I.   Post-Implementation support (e.g., 12 months of on-site support after go-live).

II. Telephone support (include toll-free support hotline, hours of operation, availability of 12 x 7 hotline, etc.)
III. Special plans defining "levels" of customer support (e.g., gold, silver, etc.).
IV. Availability and locality of online groups or discussion groups.
V. Your escalation policy and procedures for system problems, issues, and "bugs".
VI. Your upgrade process, path, and recent upgrade release timeframes
VII. Your ability to assist the Commission in recreating an operational system after any event that renders the **system completely unable to operate**. The Commission will be implementing an off-site backup copies of the data and operational system file.

5.6.8 Sample Technical Documents.

To establish a complete and competitive proposal, tenderers must include sample copies of the following documents:

I. Five (5) URLs for websites using the vendor's EDMS/DMS solution
II. Case studies focusing on document management, web content management, digital asset management, workflow management, and collaboration for past implementations of similar scope.
III. Sample project plan for past implementation of similar scope
IV. Sample EDMS software documentation (CD-ROMs would be preferred)
V. Sample business process flows to the proposed EDMS solution.

PART B - DIGITIZATION

6.3 SCOPE OF WORK AND DELIVERABLES

6.3.1 Scope

TSC requires the services of an experienced Document Management System service provider to digitize and index of the organization's documents that are approximately 108,000,000 Physical records (that include teachers, secretariat, general, confidential, discipline active and semi-active files, Legal records and microfilmed payroll). In order for the TSC to get maximum benefit from this exercise, the successful bidder will be expected to: -

- Customize the system and compartmentalize its access levels to allow Web access.

- Provide Document Conversion / Digitization services.

- Provide comprehensive onsite user training to selected personnel from the TSC Administration.

- Integrate the proposed system with the ERP in place.

- Supply the required hardware equipment

6.3.2 Deliverables

The following are the project deliverables: -

- Delivery of the equipment.
- Appraisal of documents.
- Scanning of the documents.
- Disposal of waste papers.
- Creation of the Templates for the system.
- Creation of a fully operational Archives.
- Training of staff.
- Commission and hand over of system

6.4 BUSINESS REQUIREMENTS AND BPM CAPABILITIES

6.4.1 TSC wishes to implement an ISO Certified web-centric, browser-based Document Management system to leverage the economy and scalability of today's sophisticated enterprise architectures to meet its needs. Once implemented the system is expected to enable TSC to automate diverse business processes, manage their data, and streamline their business operations.

6.4.2 The Document Management system should be a J2EE based application platform that provides support for case management, collaborative and ad-hoc processes, structured processes, document management, and imaging optimized for web-based applications.

6.4.3 The system should be an out-of-box graphical development environment that allows for structured processes to be designed in an intuitive and effective manner. The Document Management System should have a complete and robust Web Services interface, making it a core component in an SOA environment.

6.4.4   The Document Management System should be fully web based and should follow client-server architecture.

1. **Document Management:** The System shall support content repository that manages electronic content, including images, PDF files, application documents, e-mail, audio, video, rich media and links to web content and COLD/ERM, offering a full life cycle management that begins with process driven access and follows through to document migration and rule-based document purging.

2. **Content Management:** Should offer a robust and powerful Content Management system that organizes unstructured and structured data from any source -- including, but not limited to, native DMS repositories, external repositories, and web content -- and presents it to users and/or other business processes in an organized and coherent manner.

3. **Process Management:** Should have a high volume, high performance structured workflow engine. **Records and Retention Management:** The System shall support Records management functionalities that will be used to help TSC meet regulatory and legal obligations associated with records and establish retention periods for all information, to reduce risk and cost

4. **Core Services:** The System should provide the TSC fundamental capabilities for accessing and storing content. These should include Content management services, workflow services, lifecycle services, XML services, Java Messaging services, and Content Delivery Services.

    1. **Content Management services**
        The System shall provide the content management functions needed to implement work management applications: It should Manage Content in the following ways

        - **Check-in/check-out** Ability to Protect original content from being modified by users with appropriate permission by enabling users to check out content before editing.

        - **Version Control:** Ability to Offer support for multiple versions and multiple Renditions.

        - **Full Text Indexing:** Capability to automatically Index entire content of uploaded files

        - **Security:** Access to content should be based on roles and this should be propagated up to field level

    2. **Workflow services**
        The workflow solution should automate TSC processes, activities and policies for repository content.   The Document management system platform should persistently manage the state of multiple instances of each

workflow—by storing workflow objects in the as repository objects. Similarly, workflow templates (definitions) should be stored as repository objects so various services, such as security, versioning, and retention, can be applied.

3. **XML Services**

   The Document Management system shall provide extensive support for accessing and manipulating XML documents. In addition this support shall be based on the W3C standard object model, with a few extensions.

4. **Java Messaging Services (JMS)**
   The system shall support JMS. The JMS shall provide a standard mechanism for isolating systems running different platforms and distributing components of complex architectures, by handling the message delivery and fault tolerance within the provider. In addition; the JMS shall support two main modes of operation: point-to-point and publish-subscribe.

5. **Life Cycle Services:**
   The proposed DMS shall provide the capability to manage the life cycle of documents, such as Migrate, Delete and Archive.

6.5   TECHNICAL RESPONSIVENESS CHECKLIST

6.5.1   **Note to Bidders:** The following Checklist is provided to help the Bidder organize and consistently present its Technical Bid. For each of the following Technical Requirements, the Bidder must describe how its Technical Bid responds to the requirements.

6.5.2   In addition, the Bidder must provide cross references to the relevant supporting information, if any, included in the bid. The cross reference should identify the relevant document(s) and page number(s). The cross reference should be indicated in the column "**DETAILED DESCRIPTION**".

6.5.3   The Technical Responsiveness Checklist does not supersede the rest of the Technical Requirements (or any other part of the Bidding Documents). If a requirement is not mentioned in the Checklist that does not relieve the Bidder from the responsibility of including supporting evidence of compliance with that other requirement in its Technical Bid. One- or two-word responses (e.g. "Yes," "No,", "Will comply," etc.) are normally not sufficient to confirm technical responsiveness with Technical Requirements.

6.5.4   Bidders shall use the following options to indicate the "**DEGREE OF SUPPORT OF COMPLIANCE**" their solution provides for each of items listed in this section:

1. **FS** - (Fully Supported) the application fully supports the requirement without any modifications.

2. **PS** - (Partially Supported) the application supports the requirement with use of a workaround.

3. **CR** (Customization required) the application will be customized to meet the requirement(s).

4. **NS** - (Not Supported) the system is not capable of supporting the requirement and cannot be modified to accommodate the requirement.

6.5.5   Where customizations are required, clearly and comprehensively indicate the plan, design and/or approach to be undertaken to achieve the requirements.

6.5.6   A clause-by-clause commentary on the Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications is required.

6.5.7   For each **SPECIFICATION,** bidders are requested to provide a clear and concise explanation in the **DETAILED DESCRIPTION** section or provide a cross-reference to where that explanation or supporting information can be found in other part of the technical proposal.

6.5.8   Please fill in the **COMPLIANCE** column as appropriate to indicate one of the responses listed above for each item and add as many comments, diagrams, maps and/or screenshots in the **DETAILED DESCRIPTION** column

6.6   ELECTRONIC DOCUMENT AND RECORD MANAGEMENT SYSTEM

6.6.1   The objective is to accelerate business processes by collecting documents and forms, transforming them into accurate, retrievable information, and delivering it all into the business applications and databases. The system must allow, at least the following specifications:

No.	ORGANIZATION REQUIREMENTS
1.	The supplier must be an Authorized service provider of the system (Attach relevant documentation).
2.	Staff Qualifications: Must have at least 5 Certified Trainers on the current EDMS.
3.	Show evidence of having offered similar services to an Administration organization of similar size.
	SCANNING SOFTWARE
1.	The bidders must specify the scanning software and models of scanners to use in this project. (These must be compatible with Windows XP, Windows 7, Windows Server 2008+ and with the EDMS
2.	The scanning software used must support a wide range of scanner models and driver interfaces and must be compatible with Windows XP, Windows 7, Windows Server 2008+ and with the EDMS
3.	The software should provide full featured scanning controls, including: auto de-skew (single and multi-page), auto de-speckle, auto "dead" page recognition, rotate, crop, minor, repaginate, delete, insert from disk, print, zoom in/out pan, versioning, and others.
4.	The bidder must Demonstrate capability to scan a daily output of 200,000 images per day using high volume Scanners.
5.	The bidder will be required to setup the scanning infrastructure at the Project site (on-site) using bidder's own scanners and other necessary equipment.
	SCANNING
6.	Bidders must show capabilities of having scanned more than 4 million documents in at least 5 recognized institutions in the last four years, References from 3 organizations will be an added advantage
7.	The imaging devices provided by the bidder must be able to scan Documents of various sizes for example A5. A4, A3. etc.
8.	The setup must consist of requisite quantity of equipment such as computers, scanners etc. to be deployed by the bidder and remain property of the bidder upon completion of the project.
	INDEXING
9.	The Bidder must ensure that all scanned images are indexed in the required manner as specified and are in a format that is accepted by the TSC using the predefined identifications and categorization parameters
	QUALITY CONTROL
10.	The successful bidder will be required to maintain the same sequence; Receiving of documents, scanning, documentation, merging, quality ~ control and uploading to proposed EDMS

11.	The bidder will be required to ensure the quality of all scanned Documents (clarity of images) and data captured (accuracy of captured attributes).
12.	The bidder shall be expected to link the captured data (Index Metadata) with the scanned documents in a format that is acceptable - with the EDMS.
13.	Provide detailed Quality Control Mechanisms in digitization/scanning project.
	SCANNER SPECIFICATIONS
14.	The following minimum specifications are expected for the scanners that will be deployed so that time frames are adhered to in achieving the output number required daily of 6,000. The following must be supported on the capture software level of the scanning utility.
15.	Must have a data entry option with capabilities of doing indexing by use of database lookup to populate fields form ODBC sources
16.	Easy to use and customize jobs where possible by use of APIs
17.	Ability to output different file formats to file, mail and print directly.
18.	Compatibility with WINDOWS XP (32-bit) SP2 and SP3
	WINDOWS XP (64-bit) SP2, WINDOWS 7 (32-bit & 64-bit), Server 2003, 2008, Unix, Linux.
19.	Must support single-document scanning, multi-document (single- batch) scanning, and multi-batch scanning.
20.	Easily reprocess images without re-scanning, easily insert, rescan, reorder and blank scanned images.
21.	Multi-feed Detection, Ultrasonic Multi-feed featuring: Three sensors, Preemptive Ignore, VRS Ignore, Ignore by Size. Must support single document scanning, multi-document (single-batch) scanning, and multi-batch scanning.
22.	Easily image merges and split documents. Must have high speed multi image display, have option of separating documents by count or blank page, barcode, OCR, Patch code and more. Must have Zonal OCR/MICR, user optimized OCR. It should have a facility for barcode and zonal OCRIMICR indexing
23.	Must have capabilities of outputting to UMP, Tiff/multi-page TIFF,- Multi-page POP, RTF, TXT, output unlimited searchable PDFs.
24.	Capability to output PEW-A, compressed color PDF & most importantly XML flies.
	PROJECT MANAGEMENT PROCEDURES
25.	Provide outline of your proposed project management approach in the digitization/scanning project
26.	Briefly explain critical ten (IO) stages of pre-scanning processes you employed during your previous digitization project
	POTENTIAL PROBLEMS EXPERIENCED IN DIGITIZATION
27.	Define and explain briefly potential problems experienced in previous digitization/scanning project and how you navigated them
	DAILY OUTPUT
28.	Submit the output in terms of documents/records that can be processed (prepared, scanned, indexed, quality control checked and restoration done) per person per day on average
	TRAINING
29.	Submit a detailed Training program of the continuous scanning methodology that shall be employed during and after the digitization process is complete

SERVER SPECIFICATIONS

NO.	COMPONENT	SPECIFICATION
1	FORM FACTOR/HEIGHT	2U Rack
2	PROCESSOR/CACHE	Up to two 12-core Intel® Xeon® processors E5-2600 v2 series/Up to 30 MB per processor
3	PROCESSOR	M4,Intel 1x Xeon E5-2620v2 2.1GHz 15M 6C 1600MHz (80W),
4	MEMORY (MAX)	Up to 768 GB via 24 slots (UDIMM/RDIMM/LRDIMM/Hyper Cloud DIMM)
5	MEMORY	16GB (2x8GB)(1Rx4, 1.35V) 1600MHz LP RDIMM), 1.2TB (4x 300GB
6	RAID CONTROLLER	HS 2.5in SAS, SR M5110e (Controller), Express ServeRAID M5100 Series 512MB Cache/RAID 5
7	DISK BAYS/MEDIA BAYS	Sixteen 2.5-inch or six 3.5-inch HDDs or thirty-two 1.8-inch SSDs/Optional ODD and tape drive bay
8	INSTALLED DISK	1.2 TB
9	RAID SUPPORT	Integrated 6 Gbps or new optional 12 Gbps hardware RAID-0, -1, -10 with optional RAID-5, -50, -6, -60.
10	POWER SUPPLY	1 redundant 550 W AC, 750 W AC, 900 W AC, or 750 W DC (model dependent)
11	NETWORK INTERFACE	4 × 1 GbE (std.), 2 × 10 GbE embedded adapter (slotless opt.)/Trusted Platform Module
12	EXPANSION SLOTS	4 - 6 PCIe 3.0 ports, optional 4 PCI-X or 2 double-width PCIe (for GPU)
13	USB PORTS \ VGA PORTS	2 front/4 back/2 internal \ 1 front/1 back
14	INTERNAL STORAGE	Up to 36 TB (3.5-inch model) or 25.6 TB (2.5-inch model) SAS/SATA
15	ENERGY- EFFICIENCY	80 PLUS® Platinum and ENERGY STAR® (model dependent) Compliance
16	SYSTEMS MANAGEMENT	IMM2 with optional FoD remote presence, Predictive Failure Analysis, Diagnostic LEDs, light path diagnostics panel, Automatic Server Restart
17	OPERATING SYSTEMS	Microsoft Windows Server, Red Hat Enterprise Linux, SUSE Linux Enterprise Server, VMware vSphere
18	LIMITED WARRANTY	3-year customer replaceable unit and onsite limited warranty, next business day 9x5, service upgrades available

SECTION V   - PRICE SCHEDULE

No.	Item Description	Qty	Installation Period	Year 1 Price (Kshs.)	Year 2 Price (Kshs.)	Year 3 Price (Kshs.)
	PART A - EDMS					
1.	Cost of Software (EDMS)			Cost	_	_
2.	Delivery and Installation			Cost	_	_
3.	License Fee			Cost	Cost	Cost
4.	Training			_	Cost	_
5.	Post Implementation Support (annual maintenance proposal) – This should not be included in the form of tender but must be clearly indicated separately)			_	Cost	Cost
6.	Other features of customization, where applicable					
7.	Optional extras, if any					
	SUB TOTAL					
	PART B - DIGITIZATION					
1.	Supply and Installation of Servers					
2.	Scanning of Documents					
3.	Indexing					
4.	Training					
5.	Optional extras, if any					
	SUB TOTAL					
	GRAND TOTAL AMOUNT (A+B)					

TEACHERS SERVICE COMMISSION

SITE VISIT FORM

Bidder/Company Name ……………………………………………………

Tender No.: TSC/T/037/2017-2018

Tender Name: Supply, Installation and Commissioning Of an Enterprise Electronic Document Management System (EDMS) And Digitization of Records.

This is to certify that the named bidder/company attended the site visit as required in the Tender document

TSC Rep. Name:………………………Signature:………………..Date:…

Official Stamp

Bidder's Rep Name: ………………..Signature:……………Date:………

Official Stamp

SECTION VII – STANDARD FORMS

7.1 FORM OF TENDER

Date _____
Tender No. _____

To: _____

_____
[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. ……………………………….. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (……………………………………………… (*insert equipment description*) in conformity with the said tender documents for the sum of ………………………………………………………. (*total tender amount in words and figures*) 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 install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

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

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

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

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

Dated this _____ day of _____ 20 _____

_____
[signature]

_____
[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 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.

<table>
<tr><td></td><td>

Part 1 General

Business Name ....
Location of Business Premises ....
Plot No,...Street/Road...
Postal address ....Tel No. ....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……………………………………………………………..
Account No.…………………………………………………………..
</td></tr>
<tr><td></td><td>

Part 2 (a) – Sole Proprietor
Your name in full………………………Age…………………………………………….
Nationality…………………………Country of Origin……………………………..
Citizenship details…………………………………………..
</td></tr>
</table>

<table>
<tr><td></td><td>

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

Name   Nationality   Citizenship details   Shares
  1. ……………………………………………………………………………
  2. ……………………………………………………………………………
  3. ……………………………………………………………………………
  4. ……………………………………………………………………………
</td></tr>
<tr><td></td><td>

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. ……………………………………………………………………………
</td></tr>
<tr><td></td><td>

Date………………………………Signature of Candidate………………………..
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</table>

INTEGRITY DECLARATION

I/We/Messrs………………………………………………………………… of ………..
Street/avenue, ………….. Building, P. O. Box …………Code …..…, of ………… (town), …………….
(Nationality), Phone …………….. E-mail …………….……. declare that Public Procurement is
based on a free and fair competitive tendering process which should not be open to abuse.

I/We ..……………………………………………..………………………….. declare
that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any
public officer, their relations or business associates, pursuant to Section 62 of the Public
Procurement & Asset Disposal Act, 2015, in connection with

Tender name: ……………………………………………………..

Tender No. …………………...………………………………………………….

For/or in the subsequent performance of the contract if I/We am/are successful.

Dated this...................................... day of....................... 20...........

Authorized Signature...Official Stamp.....................

Name and Title of Signatory………………………………………………………

NON-DEBARMENT STATEMENT

I/We/Messrs……………………………………………………………………… of ....
Street/avenue, ... Building, P. O. Box …………Code ..…., of .... (town), ...
(Nationality), Phone .... E-mail ....…. declare that I/We /Messrs
.... are not debarred from participating in public
procurement by the Public Procurement Oversight Authority pursuant to pursuant to
Section 62 of the Public Procurement & Asset Disposal Act, 2015

Dated this .... day of .... 20.........

Authorized Signature.. Official Stamp ....

Name and Title of Signatory…………………………………………………………

7.3   TENDER SECURITY FORM

Whereas ……………………………………. [*name of the tenderer*]
(hereinafter called "the tenderer") has submitted its tender dated …………. [*date of submission of tender*] for the supply, installation and commissioning of ………………………………[*name and/or description of the equipment*]
(hereinafter called "the Tender") …………………………………………….. KNOW ALL PEOPLE by these presents that WE ……………………… ……………… of …………………………………………. having our registered office at ………………… (hereinafter called "the Bank"), are bound unto …………….. [*name of Procuring entity}* (hereinafter called "the Procuring entity") in the sum of ………………………………….. for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ _____ 20 _____ .

THE CONDITIONS of this obligation are:-
1.   If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

2.   If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
   (a)   fails or refuses to execute the Contract Form, if required; or
   (b)   fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

_____

[signature of the bank]

7.4   CONTRACT FORM (For Information)

THIS AGREEMENT made the _____ day of _____ 20 _____ between
……………… [*name of Procurement entity)* of ……….. [*country of Procurement entity]* (hereinafter called "the Procuring entity) of the one part and ………………….. [*name of tenderer]* of ………….. [*city and country of tenderer]* (hereinafter called "the tenderer") of the other part;

WHEREAS the Procuring entity invited tenders for [certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of …………………………… [*contract price in words and figures]* (hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2.   The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
(a)   the Tender Form and the Price Schedule submitted by the tenderer
(b)   the Schedule of Requirements
(c)   the Technical Specifications
(d)   the General Conditions of Contract
(e)   the Special Conditions of contract; and
(f)   the Procuring entity's Notification of Award

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

4.   The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)
Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

7.5   PERFORMANCE SECURITY FORM (For information)

To ……………………………………….
[*name of Procuring entity*]

WHEREAS …………………………………… [*name of tenderer*] (hereinafter called "the tenderer") has undertaken , in pursuance of Contract No. _____

_____ [*reference number of the contract*] dated _____ 20 _____ to supply …………………………………………… [*description of goods*] (hereinafter called "the Contract").

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ………………………. [*amount of the guarantee in words and figure*] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ……………………….. [*amount of guarantee*] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 ____

Signed and seal of the Guarantors

_____

[*name of bank or financial institution*]

_____

[*address*]

_____

[*date*]

7.6 BANK GUARANTEE FOR ADVANCE PAYMENT (For Information)

To   …………………………….
          [*name of Procuring entity*]

[*name of tender*] …………………..

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ………………………………………………. [*name and address of tenderer*](hereinafter called "the tenderer") shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract an amount of …… …………………. [*amount of guarantee in figures and words*].

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

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

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

Yours truly,

Signature and seal of the Guarantors

_____

[*name of bank or financial institution*]

_____

[*address*]

_____

[*date*]

7.7   MANUFACTURER'S AUTHORIZATION FORM

To   [*name of the Procuring entity*] …………………..

WHEREAS ………………………………………………………[*name of the manufacturer*] who are established and reputable manufacturers of …………………..
[*name and/or description of the goods*] having factories at ………………………………… [*address of factory*] do hereby authorize ………………………… [*name and address of Agent*] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. ………………………. [*reference of the Tender*] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

_____

[*signature for and on behalf of manufacturer*]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.

7.8   LETTER OF NOTIFICATION OF AWARD (For Information)

<div align="right">

Address of Procuring Entity

_____

_____

</div>

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)*_____

    _____

<div align="center">

SIGNED FOR ACCOUNTING OFFICER

</div>

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…………….OF………..….20……...

BETWEEN

……………………………………………….APPLICANT

AND

…………………………………RESPONDENT *(Procuring Entity)*

Request for review of the decision of the…………… (*Name of the Procuring Entity)* of ……………dated the…day of …………..20……….in the matter of Tender No………..…of …………..20…

REQUEST FOR REVIEW

I/We……………………………,the above named Applicant(s), of address: Physical address…………….Fax No……Tel. No……..Email ……………, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-
1.
2.
etc.
By this memorandum, the Applicant requests the Board for an order/orders that: -

1.
2.
etc
SIGNED ……………….(Applicant)

Dated on…………….day of ……………/…20…

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary