

TEACHERS SERVICE COMMISSION



COMPREHENSIVE ANNUAL SERVICE LEVEL AGREEMENT FOR SUPPORT AND MAINTENANCE OF TSC TEACHERS ONLINE SYSTEM – 3 YEAR FRAMEWORK CONTRACT – RE-ADVERTISED

TSC/T/61/2015-2016

Teachers Service Commission
Upper Hill, Kilimanjaro Road,
Private Bag, 00100
Nairobi

Email: info@tsc.co.ke
Website: <http://www.tsc.go.ke>

Table of Contents

SECTION I	INVITATION TO TENDER.....	3
SECTION II	INSTRUCTIONS TO TENDERERS	4
	APPENDIX TO INSTRUCTIONS TO TENDERERS.....	18
	EVALUATION CRITERIA.....	19
	1. Preliminary Requirements (Mandatory).....	19
	2. Technical Evaluation Criteria	19
	3 Financial Evaluation.....	Error! Bookmark not defined.
	4 Ranking	Error! Bookmark not defined.
SECTION III	GENERAL CONDITIONS OF CONTRACT	26
SECTION IV	SPECIAL CONDITIONS OF CONTRACT	32
SECTION V - TERMS OF REFERENCE		33
5.1	Design Philosophy	33
5.1.1	Portal Design	33
5.1.2	Live Usage of Teachers Online	35
5.2	Scope of Support and Maintenance of Teachers Online	35
5.2.1	Provision of 24hr support to the Teachers Online system	36
5.2.2	Maintenance of the Teachers Online system’s modules.....	36
5.2.3	Security Access, Monitoring and Enhancement	36
5.2.4	System Integration Approaches	37
5.2.5	Deployment of EMIS Module	37
5.2.6	Documentation for the System	37
5.2.7	Capacity Building and Skills Transfer	38
5.2.8	Development of module(s) for Declaration of Wealth and Assets by All TSC Teachers and Secretariat staff.....	38
SECTION VI	SCHEDULE OF REQUIREMENTS AND PRICES.....	39
	Instructions on Submission of Bids.....	Error! Bookmark not defined.
SECTION VII	STANDARD FORMS	43

SECTION I INVITATION TO TENDER

Tender Name: Comprehensive Annual Service Level Agreement for Support and Maintenance of TSC Teachers Online System – 3 Year Maintenance Contract

Tender No: TSC/T/61/2015-2016

- 1.1 The Teachers Service Commission invites sealed tenders from eligible candidates for the Comprehensive Annual Service Level Agreement for Support and Maintenance of TSC Teachers Online System for a three (3) year period
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Teachers Service Commission House Kilimanjaro Road Upper Hill, 2nd Floor Podium Wing during normal working hours. Tenders must be accompanied by a Tender Security of Kshs. 50,000.00 in form of a guarantee from a reputable bank or from an insurance company approved by PPRA (formerly PPOA), payable to the Commission Secretary, Teachers Service Commission. Rates quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for 150 days after the new date of tender opening.
- 1.3 You may obtain further information, inspect and obtain tender documents at the Procurement office, Teachers Service Commission House, 2nd Floor, Podium Wing. A complete hard copy 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 the TSC websites by visiting www.tsc.go.ke. **Prices quoted should be net inclusive of all taxes and delivery costs, and must be expressed in Kenya shillings.**
- 1.4 Completed tender documents must be enclosed in plain sealed envelopes, marked with the tender number and tender name and be deposited in the tender box provided at the **TSC House, Podium wing, Main Reception Ground floor**, or be addressed and posted to **The Secretary, Teachers Service Commission, Private Bag - 00100, Nairobi** to be received on or before **Monday, 11th April 2016 at 11.00am**. **A mandatory pre-tender conference shall be held in the TSC Headquarters – 3rd Floor Podium Boardroom on Friday, 1st April 2016 at 11.00am.**
- 1.5 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at **Teachers Service Commission House, 3rd Floor Podium.**

NANCY NJERI MACHARIA, OGW
COMMISSION SECRETARY

TABLE OF CLAUSES.	Page
2.1 Eligible Tenderers	5
2.2 Cost of tendering	5
2.3 Contents of tender documents	5
2.4 Clarification of Tender documents	6
2.5 Amendment of tender documents	6
2.6 Language of tenders	7
2.7 Documents comprising the tender	7
2.8 Form of tender	7
2.9 Tender prices	7
2.10 Tender currencies	8
2.11 Tenderers eligibility and qualifications	8
2.12 Tender security	8
2.13 Validity of tenders	9
2.14 Format and signing of tenders	9
2.15 Sealing and marking of tenders	9
2.16 Deadline for submission of tenders	10
2.17 Modification and withdrawal of tenders	10
2.18 Opening of tenders	11
2.19 Clarification of tenders	11
2.20 Preliminary Examination	11
2.21 Conversion to other currencies	12
2.22 Evaluation and comparison of tenders	12
2.23 Contacting the TSC	13
2.24 Award of Contracts	13
2.25 Notification of award	14
2.26 Signing of Contract	14
2.27 Performance security	14
2.28 Corrupt or fraudulent practices	15

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The TSC 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 TSC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and TSC, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender

- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

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

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

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

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

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

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

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

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

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

2.12.5 Unsuccessful tenderer's 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.

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

2.12.7 The tender security may be forfeited:

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

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

(i) to sign the contract in accordance with paragraph 30

or

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

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

2.13 Validity of Tenders

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

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

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare **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.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and **“COPY.”** The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

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

(b) Bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE.....”**

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

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

2.15.5 Instructions on Submission of Bids

(i) The Tenderer must submit a two envelope bid in the following format:

Technical: Comprising of the following documents

- Tender Notice
- Invitation for tender
- Tender Security
- Duly completed Confidential Business Questionnaire and supporting documents as requested in the vendor evaluation criteria.
- Manufacturers Authorization
- Duly completed Technical Specification Compliance sheet

Financial: Comprising of:

- Tender Form and Price Schedules only

(ii) Sealing and Marking of Bids:

- The inner envelopes should be clearly marked as follows:

ORIGINAL TECHNICAL ...

COPY TECHNICAL

ORIGINAL FINANCIAL

COPY FINANCIAL

- The envelopes shall then be sealed in an outer envelope
- The inner and outer envelopes should be addressed to:
The Secretary

Teachers Service Commission

P.O. Box Private Bag - 00100

Nairobi.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by TSC at the address specified under paragraph 2.15.2 no later than

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

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

2.17 Modification and withdrawal of tenders

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

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

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

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

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

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

2.18 Opening of Tenders

2.18.1 TSC will open all tenders in the presence of tenderers' representatives who choose to attend, on **2016at 10.00am.**and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 TSC will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

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

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

2.20 Preliminary Examination and Responsiveness

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

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

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, TSC 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. TSC determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Condition of Contract;

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

(a) ***Operational Plan.***

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

(b) ***Deviation in payment schedule.***

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

2.22.5 The tender evaluation committee shall evaluate the tender within 14 days from the date of opening the tender.

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

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

2.23. Contacting TSC

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

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

2.24 Award of Contract

a) Post qualification

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

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the

tenderer, pursuant to paragraph 2.1.2, as well as such other information as TSC deems necessary and appropriate.

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

2.24.3 Subject to paragraph 2.24 TSC award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

2.25 Notification of award

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

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

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

2.26 Signing of Contract

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

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

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

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from TSC, 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 TSC.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.24 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event TSC may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

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

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

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

2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the T.

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

2.30 Corrupt or Fraudulent Practices

- 2.30.1 TSC requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 TSC 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
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1.1	Bidder must be a Registered firm in Kenya for provision of ICT Services
2.2.2	Fee for tender documents shall be Kshs.1,000.00
2.8	The Form of Tender must be duly filled and signed
2.10	Quotations must be in Kenya Shillings only
2.11	<p><i>Particulars of eligibility and qualifications documents of evidence required</i></p> <p><u>MANDATORY ITEMS</u></p> <ul style="list-style-type: none"> • <i>See Mandatory/ Preliminary Requirements</i>
2.12	Tender security of Kshs. 50,000.00.in form of bankers cheque or bank guarantee from a reputable bank in Kenya or from an insurance company approved by the Authority
2.13.2	Tender shall remain valid for a period of 150 days from the date of opening
2.14.1	Bidders shall provide 1 Original copy of the tender document clearly marked original and 1 other copy marked copy all placed in one envelope and tender title, number and closing date clearly written on top of the envelope.
2.16	Deadline for Submission of Tenders is Monday, 11th April 2016 at 11.00am.
Others	The submission will be a combined Technical and Financial bid

EVALUATION CRITERIA

1. Preliminary Requirements (Mandatory)

S/No.	Documents to be Submitted	Yes/No
1.	Certified copy of valid Certificate of Registration/Incorporation	
2.	Copy of Valid KRA PIN/VAT certificate	
3.	Certified copy of valid Tax Compliance Certificate	
4.	Original copy of the Tender Security (Bid bond) of Kshs. 50,000.00 in form of a Bank guarantee or bankers cheque from a reputable bank in Kenya or insurance guarantee approved by the Authority.	
5.	Must provide evidence of Manufacturer's Authorization/, or proof of having developed the system	
6.	The firm must have a physical address and administrative office	
7.	Dully filled and signed Form of tender	
8.	Dully filled Confidential Questionnaire	
9.	Dully signed filled and signed Site visit form by the appointed TSC representative.	
10.	Must provide a self-written, signed and stamped declaration that the bidder or his or her sub-contractors are not debarred from participating in Public Procurement.	
11.	Must provide a self-written, signed and stamped declaration that they will not engage in any corrupt practice	
12.	CVs and copies of relevant technical certificates of key staff for project/service	

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

2. Technical Evaluation Criteria (100 Marks)

The score of 100 marks will be awarded based on responses to the detailed description of the requirements (TORs) in "Scope of Support and Maintenance of Teachers Online" of this tender specification. Bidders are required to provide detailed description of their responses to the requirements. The scores will awarded as shown below.

S\ No	Description	SCORE (80Marks)
1	<p>Provision of 24hr support to the TeachersOnline system</p> <ul style="list-style-type: none"> i. The engaged firm will provide 24hr technical support to the Commission. The Commission’s ICT staff will communicate the need for support by telephone or email or both. (Confirmed by bidder) ii. The time to resolve a reported need for support will be guided by the criticality of the reported problem with the system. (shorter time scores high) iii. The engaged firm will attempt to resolve the problem on telephone or by remote login. When these options fail the engaged firm’s consultants\engineers will come to the TSC House to troubleshoot and resolve the problem. (confirmed bu bidder) 	<p style="text-align: right;">6</p> <p style="text-align: right;">2</p> <p style="text-align: right;">2</p> <p style="text-align: right;">2</p>
2	<p>Maintenance of the TeachersOnline system’s modules.to conform to the Commission’s dynamic requirements</p> <ul style="list-style-type: none"> i. The Teachers Online Platform requires adjustments to fit new emerging requirements of the Commission which requires minor enhancements of various modules in the existing platform. (commitment to make adjustments) ii. The services of a firm to support these changes must have key knowledge on system review and development platform. (Bidder to prove knowledge in their write up) 	<p style="text-align: right;">10</p> <p style="text-align: right;">4</p> <p style="text-align: right;">6</p>
3	<p>Ensure TeachersOnline Security Access mechanisms, Monitoring and Evaluation is update.</p> <ul style="list-style-type: none"> i. The Teachers Online being web-based, there is need to evaluate all possible security holes that might impact on reputation and integrity of both data and information of the Commission. It is the responsibility of the firm engaged to ensure that adequate tests are done to ensure loopholes on hacking are closed, errors on validations are removed; the firm will also help the Commission setup a clear procedure for ensuring securing of data infrastructure and backup regime. (clear procedure proposed) ii. The securing of the web-level access by configuring a SSL Certificate will be critical. The firm will guide the Commission on acquisition and eventual deployment and measures put in place to assist in managing the renewal of the service. (bidder’s commitment do it) iii. The engaged firm will implement user roles and clear mapping to the various functional aspects of the system. The Online platform should have clear structure of management of roles (addition / deletion) and flexible inclusion of rights to users documented. (bidder’s commitment to deliver) iv. The engaged firm will provide quarterly reports on the security of the system. The firm will also provide reports on the monitoring and evaluation of the system with a view of accessing efficiency and effectiveness of the system; and improvements to the system. (bidder’s commitment to deliver) 	<p style="text-align: right;">14</p> <p style="text-align: right;">3</p> <p style="text-align: right;">3</p> <p style="text-align: right;">4</p> <p style="text-align: right;">4</p>
4	<p>Facilitate and participate in System Integration of the TeachersOnline system with other applications of the Commission</p> <p>As the Commission adopts Teachers Online as umbrella system, the firm</p>	<p style="text-align: right;">7</p>

	<p>engaged shall provide leadership on the system integration to allow all other Commission's systems be migrated and/or integrated with TeachersOnline Platform to achieve a single sign on and seamless access to data /information across all applications. The firm engaged by the Commission shall help steer the integration process projecting Teachers Online being single window for access to its services.</p> <p>(bidder's commitment to deliver as required)</p> <p>The Commission envisaged having the following systems considered for integration: well explained approaches per module.</p> <ul style="list-style-type: none">• Human Resource and Payroll System: 2.5marks• Discipline Module: 1.5Marks• Teachers' and Secretariat Staff Appraisal 1.5Marks• Teachers' and Secretariat Staff Leave Management: 1.5Mark• Any other: 1mark	
--	---	--

5	<p>Deployment of EMIS Module to allow for data capture, updates/cleaning and maintenance of audit trails/logs for the system The firm engaged shall ensure Education Management Information System (EMIS) data forms are fully integrated in the online platform to allow timely and prompt data for decision making with regard to planning for the education sector. (bidder's commitment to deliver)</p> <p>The firm engaged on Maintenance shall be expected to help come up with key reports and data export features for various data users including the Ministry of Education. The Data Forms existing in the Commission website covers:</p> <ul style="list-style-type: none"> • Primary Schools • Secondary Schools • Tertiary Institutions (TIVET / TTCs) • DICECE and ECDE Coordinators <p>(bidder's commitment to deliver)</p> <p>The firm engaged shall provide tools for capture and cleaning of data. The data entails:</p> <ul style="list-style-type: none"> • Capture of administrative units (Counties, Sub-Counties, Wards, Location, and Sub-Locations etc.) • Capture and Mapping of Institutions to correct administrative area including ability to move institution from one administrative area to another • Capture of Teachers in each of the institutions captured and ability to move teachers and staff from one institution to another based on approval mechanisms. 	<p style="text-align: right;">9</p> <p style="text-align: center;">2</p> <p style="text-align: center;">4 (1 mark for each)</p> <p style="text-align: center;">3 (1 mark for each)</p>
6	<p>Development of module(s) for Declaration of Wealth and Assets by All TSC Teachers and Secretariat staff The engaged firm shall therefore design. (well detailed design)</p> <p>Develop module(s) for the declaration of wealth and assets by all teachers employed by TSC and the secretariat staff.(module development plan)</p>	<p style="text-align: right;">11</p> <p style="text-align: center;">5</p> <p style="text-align: center;">6</p>
7	<p>i. Continuous develop/revise the technical and operational manuals for the TeachersOnline system. Provide the source code, compiled code, data schemas and the development tools for the system. All versions shall be controlled through the change control mechanisms of the Commission. (bidder's commitment to deliver) 2 marks</p> <p>ii. All such versions resulting from system upgrades caused by module enhancements, new modules, bug fixes and data schemas' revisions shall be controlled through the Commission's change control procedure.(bidder's commitment to compliance) 2 marks</p> <p>iii. The engaged firm shall document all system changes to the system. The firm shall also provide the technical and operation manuals for the system. (bidder's commitment to deliver) 2 marks</p> <p>(All versions of the system shall be controlled as per the Commission's Change Control procedure and appropriate documentation done. All versions of the system code, development platform, and database</p>	<p style="text-align: center;">6 marks</p>

	management system and data schema shall be maintained by the firm and a copy given to the Commission for safe keeping.)	
8	<p>Knowledge transfer to the Commission's staff after enhancements to the system</p> <p>In all aspects mentioned in the support and maintenance contract, the firm should prepare for training of ICT staff on all aspects of Teachers Online. Aspects of skills transfer on management and performance tuning is key with capacity for staff to design and deploy reports into the Online Platform for reusability. (bidder's commitment to deliver)</p> <p>The firm shall be called upon to participate in capacity building to key Commission stakeholders such as principals, teachers and data users. (bidder's commitment to deliver)</p>	<p>4</p> <p>2</p> <p>2</p>
9	<p>Provide CVs with details of at least 4 staff members to carry out implementation and maintenance:</p> <p>Project Leader:</p> <ol style="list-style-type: none"> i. Must have at least 3 years' experience or at least having worked on three (3) projects of implementing and maintaining internet systems. (Each year of experience/ Each project experience in in = 1 mark, Total <i>Max 3 marks</i>. 0 marks for experience below 3 years) ii. Must at least have a Degree or Diploma in Computer Science, Information Technology or related field. <i>1 marks</i>. iii. Masters Degree in Computer Science, Information Technology or related field (an added advantage) - 1 mark. iv. CCNP Professional Certification or its equivalent = 1.5 marks v. CAK certified Engineer in Electronics, computer science or electrical (Attach CAK Certificate(s)) : 1 mark <p>TOTAL MAX. MARKS FOR PROJECT LEADER = 7.5 MARKS</p> <p>Technical Staff: 3</p> <ol style="list-style-type: none"> i. Experience or at least having worked in implementing and maintaining internet systems projects. (Each year of experience/ Each project experience in = 0.5 mark per technician, Total <i>Max for all technicians = 4.5 marks marks</i>. 0 marks for experience 	21

	below 1 year ii. Must at least have a Degree or Diploma in Computer Science, Information Technology or related field. Each degree or diploma = 0.5 mark per technician, Total Max for all technicians = 4.5 marks. iii. CCNP Professional Certification or its equivalent . Each professional certification = 0.5 mark per technician, Total Max for all technicians = 4.5marks. TOTAL MAX. MARKS FOR TECHNICAL STAFF = 13.5	
10	Workplan for development/installation of enhancements: (Elaborate workplan for the year -(2M), including development - (1M) and installation of enhancements)- (1M)	4
11	Experience of bidder in development and support of online systems (provide LPOs or contracts) –for 4 firms: Each firm at 1 mark	4
12	Audited accounts and Financial Stability a) Profitability Margin A margin above 30% will score 2 marks; 10-29 % 1 mark; 1-9% - ½ mark and below 1% b) Liquidity Ratio 2:1 – 2 marks; 1:1 –1mark; 0.5:1- ½ marks, less than 0.5:1 -0 marks	4

TOTAL TECHNICAL MARKS: 100. ONLY BIDDERS WHO SCORE A TOTAL OF 75 MARKS OUT OF 100 WILL ADVANCE TO FINANCIAL EVALUATION. THE FINAL TECHNICAL SCORE WILL BE OUT OF 100.

STEP 3: FINANCIAL EVALUATION

The financial proposal will be evaluated against the following criteria/ financial costing structure: *See Schedule of Requirements and Prices*

NOTES:

- i. **Even if used for Tender Price Submission, payment for Annual Maintenance and support for will be annual**
- ii. **Please note that annual maintenance and support will commence immediately after go live.**
- iii. **For purposes of observing Section 157 8 (b)(ii) of the Public Procurement and Asset Disposal Act, 2015, the following preferences shall apply:**
 - a. **Where the firm's local shareholding is between 1%-20% - 6% preference on price**
 - b. **Where the firm's local shareholding is between 21%-50% - 8% preference on price**
 - c. **Where the firm's local shareholding is more than 51% - a 10% preference on price**

(The information on local shareholding will be derived from the signed and stamped Confidential Business Questionnaire and extracts from the firm's signed and stamped Memorandum/ Articles of Association)

For purposes of comparison of prices, the bidder's price will be 'reduced' by the applicable percentage of preference so as to arrive at the 'lowest evaluated bid'. However, award price will be the bidder's tender sum as submitted and read out during tender opening. THE BIDDER WITH THE LOWEST FINANCIAL QUOTE (on application of preferences) WILL BE AWARDED THE CONTRACT.

2.9. The assignment is expected to commence immediately on signing the contract.

2.9 Award Criteria: NEGOTIATIONS MAY BE HELD WITH THE TENDERER WITH THE LOWEST EVALUATED TENDER, AND UPON SUCCESSFUL NEGOTIATIONS WILL BE AWARDED THE CONTRACT. IF NEGOTIATIONS FAIL, THE BIDDER WITH THE SECOND LOWEST EVALUATED TENDER WILL BE INVITED BY THE COMMISSION FOR NEGOTIATIONS, AND UPON SUCCESSFUL NEGOTIATIONS, BE AWARDED THE TENDER.

POST QUALIFICATION/ CONFIRMATION OF QUALIFICATIONS

TSC reserves the right to undertake due diligence on the successful bidder prior to the award of the Tender; and even after the award of the Tender to ascertain the correctness of the information provided.

Other Conditions:

- i. TSC shall not pay any interest on overdue payments.
- ii. A Performance Security of two (2) percent of the total costs shall be provided by the winning bidder

SECTION III GENERAL CONDITIONS OF CONTRACT

	Page
3.1 Definitions	24
3.2 Application.....	24
3.3 Standards.....	24
3.4 Use of Contract Documents.....	24
3.5 Patent Rights.....	25
3.6 Performance security.....	25
3.7 Inspections and tests.....	25
3.8 Payment.....	26
3.9 Prices.....	26
3.10 Assignment.....	26
3.11 Termination for default.....	26
3.12 Termination for insolvency.....	26
3.13 Termination for convenience.....	27
3.14 Resolution of disputes.....	27
3.15 Governing language.....	27
3.16 Force majeure.....	27
3.17 Applicable law.....	27
3.18 Notices.....	27

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.4 Use of Contract Documents and Information

- 3.4.1 The tenderer shall not, without the TSC 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 TSC in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.4.2 The tenderer shall not, without the TSC prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 shall remain the property of the TSC and shall be returned (all copies) to TSC on completion of the tenderer's performance under the Contract if so required by the TSC.

3.5 Patent Right's

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

3.6 Performance Security

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

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

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

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

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

3.7 Inspections and Tests

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

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance,

including access to drawings and production data, shall be furnished to the inspectors at no charge to the TSC.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, TSC may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to TSC.

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

3.8 Payment

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

3.9 Prices

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

3.10 Assignment

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

3.11 Termination for Default

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

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

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

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

3.13.2 For the remaining part of the contract after termination TSC may elect to cancel the services and pay to the contractor on agreed amount for partially completed services

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

The contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance

or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

GCC contract reference	Special conditions of contract
3.6	A performance security of 2% of the contract in the form of a banker's cheque or guarantee will be required from the winning bidder.
3.8	Payment shall be made on a quarterly basis and payment process shall commence upon submission of invoice and relevant documents
3.9	Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender. All prices quoted by the tenderers must be inclusive of all taxes, discounts and delivery costs to TSC House, Nairobi
3.14	In case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.
3.17	The applicable law shall be Kenyan law
3.18	Teachers Service Commission Upper Hill, Kilimanjaro Road, Private Bag-00100, Nairobi

SECTION V - TERMS OF REFERENCE

Background

The www.teachersonline.go.ke online application/portal was developed and implemented in 2010. The application serves the Teacher Service Commission (TSC) teachers, TSC Secretariat Staff at the Headquarters, Field Offices (County and Sub-County Levels) and Schools/Institutions on key aspects, namely:

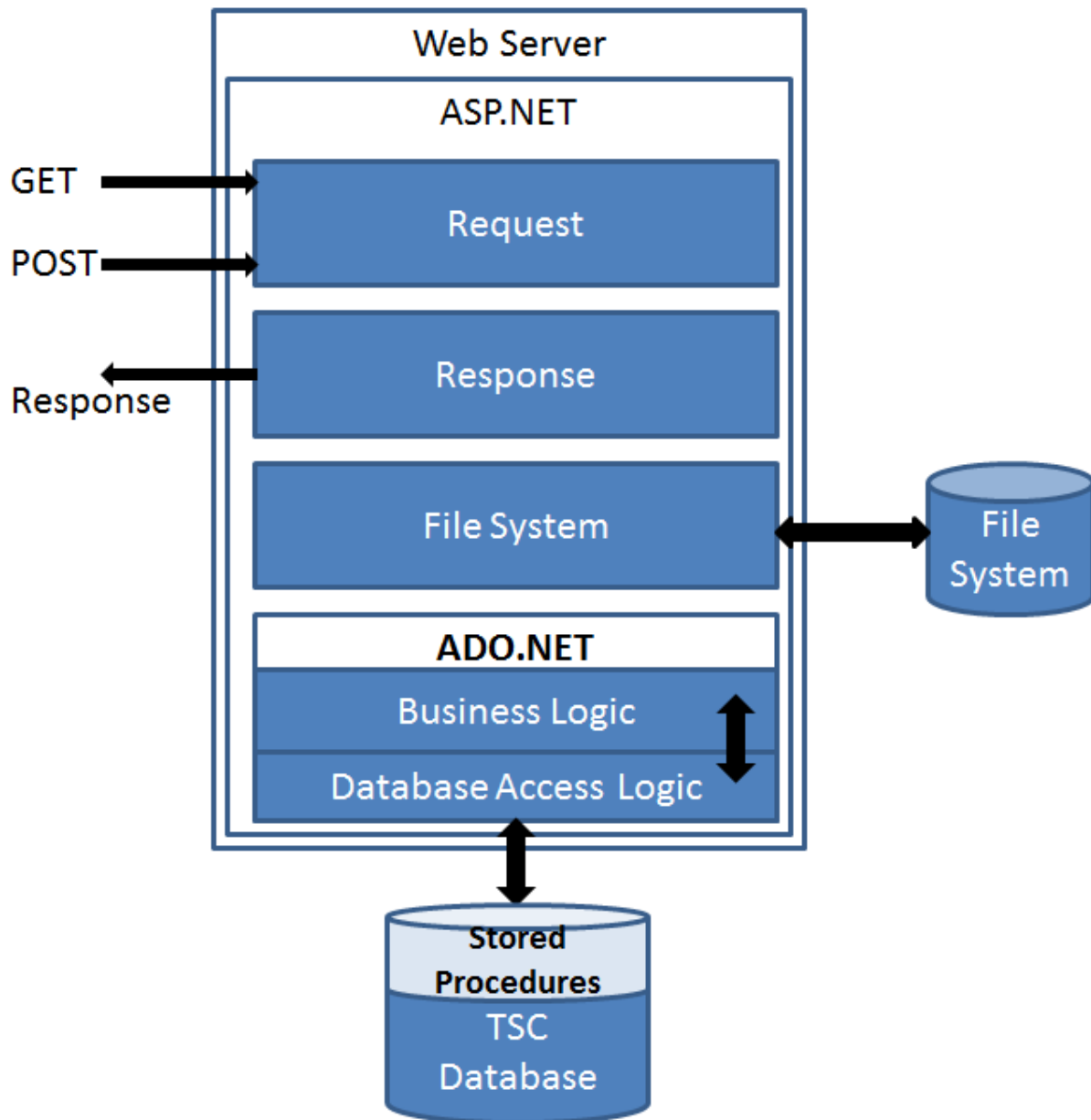
- Avails Commission's public information on the portal for internal and public access
- Avail personal and confidential information through restricted access using passwords for authentication to maintain confidentiality;
- Post teachers' job advertisements and allow teachers apply for advertised posts by the Commission;
- Allow teachers to view and update their dynamic (personal) information online;
- Allow teachers track progress of their issues being handled by the Commission. Such issues include promotions, recruitment, posting and discipline
- Facilitate update and quick access to data regarding institutions' profile, enrolment and staffing for Primary schools, Secondary Schools and Post-Secondary Institutions online; and
- Facilitate for online Teacher Registration applications and processing

The Commission desires to engage a reputable organisation to provide technical support for the application and maintenance of the existing modules. Further enhancements for the application are required to increase the functionality of the application. The enhancement will involve a review of functionality of the TeachersOnline portal in view of Commission's mandate in a new constitutional mandate.

5.1 Design Philosophy

5.1.1 Portal Design

The Teachers Online system design employed the client-server architecture captured in the diagram below:



One distinct feature in the above design is utilization of layered approach thus making the system secured of basic security threats. The **middleware** feature is used for data access in the system while the Database access is powered by data library module which makes physical view of database remote.

The presentation of the system into three distinct layers makes it portable and secure:

- Client side: where users access web pages (.aspx) through a browser;
- Business logic (tscbl.dll) which forms the link between the web-pages and the database access logic;
- Database access logic (tscdal.dll) which forms the interface for accessing the database (SQL Server), called by the business logic layer.

From this design, the database structure is hidden in the database access logic and further hidden by the business logic, making it possible to secure the database structures visible on the server processing (in ADO.NET). At the database layer, the system extensively uses stored procedures, which forms the basis for retrieval and data manipulations.

Web pages are developed using ASP.NET Platform and data is stored in MS SQL Server 2012 using the model described above.

5.1.2 Live Usage of Teachers Online

The Teachers Online System has been in use since December 2012 when the Commission accepted to have registration of teachers to be fully undertaken online with no paper handling accepted. This has been followed by Recruitment and Promotion function which has allowed the Commission to recruit staff for both the Secretariat and the Teachers.

As such, Teachers Online (www.teachersonline.go.ke) has become indeed a brand owned and recognized across the Commission. It is the platform of choice for allowing access to various services online for teachers and secretariat and access by the public on information and data.

The firm engaged for support and maintenance shall ensure that the system remains online 24x7 and available throughout the day. Downtimes for maintenance shall only be done in the night.

5.2 Scope of Support and Maintenance of Teachers Online

- Provision of 24hr support to the Teachers Online system
- Maintenance of the Teachers Online system's modules to conform to the Commission's dynamic requirements
- Ensure Teachers Online Security Access mechanisms, Monitoring and Evaluation is update.
- Facilitate and participate in System Integration of the Teachers Online system with other applications of the Commission
- Deployment of EMIS Module to allow for data capture, updates/cleaning and maintenance of audit trails/logs for the system
- Continuous develop/revise the technical and operational manuals for the Teachers Online system. Provide the source code, compiled code, data schemas and the development tools for the system. All versions shall be controlled through the change control mechanisms of the Commission. All such versions resulting from system upgrades caused by module enhancements, new modules, bug fixes and data schemas' revisions shall be controlled through the Commission's change control procedure.

- Knowledge transfer to the Commission's staff after enhancements to the system
- Development of module(s) for Declaration of Wealth and Assets by All TSC Teachers and Secretariat staff

5.2.1 Provision of 24hr support to the Teachers Online system

The engaged firm will provide 24hr technical support to the Commission. The Commission's ICT staff will communicate the need for support by telephone or email or both. (Confirmed by bidders)

The time to resolve a reported need for support will be guided by the criticality (to be agreed on by between the Commission and the engaged firm) of the reported problem with the system.

The engaged firm will attempt to resolve the problem on telephone or by remote login. When these options fail the engaged firm's consultants \engineers will come to the TSC House to troubleshoot and resolve the problem.

5.2.2 Maintenance of the Teachers Online system's modules

The Teachers Online Platform requires adjustments to fit new emerging requirements of the Commission which requires minor enhancements of various modules in the existing platform. The services of a firm to support these changes must have key knowledge on system review and development platform. The word 'minor' is used to denote changes in existing modules and enhancements that does not constitute introduction of a whole sub-section (module).

5.2.3 Security Access, Monitoring and Enhancement

The Teachers Online being web-based, there is need to evaluate all possible security holes that might impact on reputation and integrity of both data and information of the Commission. It is the responsibility of the firm engaged to ensure that adequate tests are done to ensure loopholes on hacking are closed, errors on validations are removed; the firm will also help the Commission setup a clear procedure for ensuring securing of data infrastructure and backup regime.

The securing of the web-level access by configuring a SSL Certificate will be critical. The firm will guide the Commission on acquisition and eventual deployment and measures put in place to assist in managing the renewal of the service.

The engaged firm will implement user roles and clear mapping to the various functional aspects of the system. The Online platform should have clear structure of management of roles (addition / deletion) and flexible inclusion of rights to users documented.

The engaged firm will provide quarterly reports on the security of the system. The firm will also provide reports on the monitoring and evaluation of the system with a view of accessing efficiency and effectiveness of the system; and improvements to the system.

5.2.4 System Integration Approaches

As the Commission adopts Teachers Online as umbrella system, the firm engaged shall provide leadership on the system integration to allow all other Commission's systems be migrated and/or integrated with Teachers Online Platform to achieve a single sign on and seamless access to data /information across all applications. The firm engaged by the Commission shall help steer the integration process projecting Teachers Online being single window for access to its services.

The Commission envisaged having the following systems considered for integration:

- Human Resource and Payroll System
- Discipline Module
- Teachers' and Secretariat Staff Appraisal
- Teachers' and Secretariat Staff Leave Management
- etc.

5.2.5 Deployment of EMIS Module

The firm engaged shall ensure Education Management Information System (EMIS) data forms are fully integrated in the online platform to allow timely and prompt data for decision making with regard to planning for the education sector. The firm engaged on Maintenance shall be expected to help come up with key reports and data export features for various data users including the Ministry of Education. The Data Forms existing in the Commission website covers:

- Primary Schools
- Secondary Schools
- Tertiary Institutions (TIVET / TTCs)
- DICECE and ECDE Coordinators

The firm engaged shall provide tools for capture and cleaning of data. The data entails:

- Capture of administrative units (Counties, Sub-Counties, Wards, Location, Sub-Locations etc.)
- Capture and Mapping of Institutions to correct administrative area including ability to move institution from one administrative area to another
- Capture of Teachers in each of the institutions captured and ability to move teachers and staff from one institution to another based on approval mechanisms.

5.2.6 Documentation for the System

The engaged firm shall document all system changes to the system. The firm shall also provide the technical and operation manuals for the system. All versions of the system shall be controlled as per the Commission's Change Control procedure and appropriate documentation done. All versions of the system code, development platform, and database management system and

data schema shall be maintained by the firm and a copy given to the Commission for safe keeping.

5.2.7 Capacity Building and Skills Transfer

In all aspects mentioned in the support and maintenance contract, the firm should prepare for training of ICT staff on all aspects of Teachers Online. Aspects of skills transfer on management and performance tuning is key with capacity for staff to design and deploy reports into the Online Platform for reusability. The firm shall be called upon to participate in capacity building to key Commission stakeholders such as principals, teachers and data users.

5.2.8 Development of module(s) for Declaration of Wealth and Assets by All TSC Teachers and Secretariat staff

The Commission is desirous of having the declaration of wealth and assets by all teachers and secretariat staff done through an online portal.

The portal shall be anchored in the Teachers Online system. The engaged firm shall therefore design and develop module(s) for the declaration of wealth and assets by all teachers employed by TSC and the secretariat staff.

SECTION VI SCHEDULE OF REQUIREMENTS AND PRICES

N o.	Item Description	QTY	Unit Price Kshs	Development/ Installation Period	Development/ Installation Price	Total Price Kshs.
1	Provision of 24hr support to the Teachers Online system					
2	Maintenance of the Teachers Online system's modules.to conform to the Commission's dynamic requirements					
3	Ensure Teachers Online Security Access mechanisms, Monitoring and Evaluation is update					
4	Facilitate and participate in System Integration of the Teachers Online system with other applications of the Commission					
5	Deployment of EMIS Module to allow for data capture, updates/cleaning and maintenance of audit trails/logs for the system					
6	Continuous develop/revise the technical and operational manuals for the Teachers Online system. Provide the source code, compiled code, data schemas and the development tools for the system. All versions shall be controlled through the change control mechanisms of the Commission. All such versions resulting from system upgrades caused by module enhancements, new modules, bug fixes and data schemas' revisions shall be controlled through the Commission's change control procedure.					
7	Knowledge transfer to the Commission's staff after enhancements to the system					
8	Development of module(s) for Declaration of Wealth and Assets by All TSC Teachers and Secretariat staff					

TotalPrice (VAT Inclusive)
Kshs.

Authorized Official: _____
Name

Signature

Date: _____

The contract period is 3 years. The client reserves the right to terminate the contract if contractor fails to meet contractual obligations.

TEACHERS SERVICE COMMISSION



SITE VISIT FORM

Name of the Bidder.....

AREA	DETAILS	PLEASE TICK (✓) IF VISITED

This is to certify that the named bidder visited the station and has been shown all the areas as required in the tender document.

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

Official Stamp

Contractors Rep: Name:.....
Signature:.....Date:.....

Official Stamp

SECTION VII STANDARD FORMS

Notes on standard forms

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

SECTION VI - STANDARD FORMS

1. Form of tender	40
2. Price schedules.....	41
3. Contract form.....	42
4. Confidential Questionnaire form.....	43
5. Tender security form.....	44
6. Performance security form.....	45
7. Bank guarantee for advance payment.....	46
8. Letter of Notification of Award.....	47

FORM OF TENDER

Date _____
Tender No. _____

To:

Teachers Service Commission

P.O Box Private Bag -00100

Nairobi

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Numbers..... *(insert numbers)*, the of which is hereby duly acknowledged, we, the undersigned, offer to provide. *(description of services)* in conformity with the said tender documents 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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by Teachers Service Commission
4. We agree to abide by this Tender for a period of *(number)* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20_____

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

Name of Tenderer:

Tender Number: TSC/T/21/2015-2016

S/No.	ITEM DESCRIPTION	PRICE IN KSHS	TOTAL PRICE IN KSHS VAT inclusive	REMARKS
01	SUPPORT AND MAINTENANCE OF TEACHERSONLINE SYSTEM – YEAR 1			
02	SUPPORT AND MAINTENANCE OF TEACHERSONLINE SYSTEM – YEAR 2			
03	SUPPORT AND MAINTENANCE OF TEACHERSONLINE SYSTEM – YEAR 3			
	TOTAL			

N/B.

1. Total Price quoted should be inclusive of all taxes.

Name of tenderer _____

Signature _____

Official Rubber Stamp

STANDARD FORM OF CONTRACT

CONTRACT FORM

THIS AGREEMENT made the ___day of ____20___between.....(name of procurement entity) of(country of Procurement entity)(hereinafter called "the Procuring entity") of the one part and(name of tenderer) of(city and country of tenderer)(hereinafter called "the tenderer") of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____-.

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

I. CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General
 Business Name
 Location of Business Premises
 Plot No, Street/Road
 Postal address Tel No.
 Fax Email
 Nature of Business
 Registration Certificate No.
 Maximum value of business which you can handle at any one time – Kshs.
 Name of your bankers.....
 Branch.....

Part 2 (a) – Sole Proprietor

Your name in full.....Age.....
 Nationality.....Country of Origin.....
 Citizenship details

Part 2 (b) – Partnership

Given details of partners as follows

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

Part 2 (c) – Registered Company

Private or Public
 State the nominal and issued capital of company
 Nominal Kshs.
 Issued Kshs.
 Given details of all directors as follows

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

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

FORMAT OF TENDER SECURITY INSTRUMENT

Whereas
(Name of the tenderer) (hereinafter called "the tenderer") has submitted its tender dated (Date of submission of tender) for the
(Name and/or description of the tender) (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that WE (Name of Insurance Company) having our registered office at (hereinafter called "the Guarantor"), are bound unto TEACHERS SERVICE COMMISSION (hereinafter called "the Procuring Entity") in the sum of KSHS. for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this ____day of _____ 20 __.

THE CONDITIONS of this obligation are:

- 1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
- 2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

(Date)

(Signature of the Guarantor)

(Witness)

(Seal)

PERFORMANCE SECURITY FORM

To:

(name of the Procuring entity)

WHEREAS.....(name of tenderer)(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____(reference number of the contract) dated _____20____to

supply..... (Description services)(Hereinafter called "the contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of (amount of the guarantee in words and figures),

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

This guarantee is valid until the ____ day of 20_____

Signature and seal of the Guarantors

(name of bank or financial institution)

(address)

(date)

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....
(name of tender).....

Gentlemen and/or Ladies:

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

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

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

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

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

Yours truly,
Signature and seal of the Guarantors

(name of bank or financial institution)

(address)

(date)

INTEGRITY DECLARATION

I/We/Messrs..... of Street/avenue,
..... Building, P. O. BoxCode, 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, 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. BoxCode, 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 section 115 of the Public Procurement
and Disposal Act, 2005.

Dated thisday of 20.....

Authorized Signature..... Official Stamp

Name and Title of Signatory.....

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary