



COUNTY ASSEMBLY OF SIAYA

STANDARD TENDER DOCUMENT

FOR PROCUREMENT OF SERVICES

**TENDER FOR THE SUPPLY, DELIVERY,
INSTALLATION AND COMMISSIONING OF AN
ELECTRONIC DOCUMENT MANAGEMENT
SYSTEM (EDMS), DIGITIZATION AND INDEXING
OF SIAYA COUNTY ASSEMBLY DOCUMENTS AND
INTEGRATION WITH HANSARD SYSTEM**

TENDER NO: SC/ASS/TEND/EDMS/1/2020-2021

**SUBMISSION IN THE IFMIS SUPPLIER PORTAL THROUGH
supplier.treasury.go.ke IS MANDATORY**

CLOSING DATE: MONDAY, 5TH OCTOBER 2020

G.O.K IFMIS NEGOTIATION NO: 821817

Issued by the County Assembly of Siaya

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INTRODUCTION

- 1.1 This standard tender document for the procurement services has been prepared for use by procuring entities in Kenya. It is to be used in the procurement of all types of services e.g.
 - i. Security.
 - ii. Cleaning.
 - iii. Servicing and repairs.
 - iv. Transport.
 - v. Clearing and forwarding.
 - vi. Air ticketing and travel arrangements and all others where there is no specific standard tender document for procurement of that service.
- 1.2 The following general directions should be observed when using the document.
 - a) Specific details should be finished in the invitation to tender and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
 - b) The instructions to tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the appendix to the instructions to the tenderers or the general conditions of contract respectively.
- 1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements,
- 1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations or as a letter of invitation addressed to the tenderers who have expressed interest following an advertisement of a prequalification tender.
- 1.5 The cover of the tender document should be modified to include;
 - i. Tender number.
 - ii. Tender name.
 - iii. Name of procuring entity.

SECTION I – INVITATION TO TENDER

Date: 21ST September, 2020

Tender REF No. SC/ASS/TEND/EDMS/1/2020-2021

Tender name: Tender for Supply, delivery, Installation and Commissioning of an Electronic Document Management System(EDMS), Digitization and Indexing of Siaya County Assembly Documents and Integration with Hansard System

- 1.1 The County Assembly of Siaya invites sealed tenders from eligible candidates for the supply of an Electronic Document Management System
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at (the First Floor of County Assembly Headquarter Building Located in Siaya Town) during normal working hours.
- 1.3 A complete tender document may be obtained by interested candidates **free of charge** from **GOK Tenders Portal**.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of (90) days from the closing date of the tender.
- 1.5 Completed tender documents **MUST** be uploaded in the IFMIS tenders portal, supplier.treasury.go.ke and hard copies enclosed in plain sealed envelopes, marked with the tender number **MAY** also be deposited in the tender box provided at **the First Floor of County Assembly Headquarter Building Located in Siaya Town** or be addressed and posted to COUNTY ASSEMBLY OF SIAYA, BOX 7-40600 SIAYA to be received on or before **MONDAY, 5TH OCTOBER 2020 AT 12.00 NOON**.
- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at BOARDROOM IV

Eric O. Ogenga
Ag. County Assembly Clerk
COUNTY ASSEMBLY OF SIAYA

SECTION II – INSTRUCTIONS TO TENDERERS

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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 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 services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 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 the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 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 the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security 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 the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 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) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) 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 the Procuring entity 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 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

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

2.14 Format and Signing of Tender

2.14.1 The 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 the Procuring entity 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(day, date and time of closing),"

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

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

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than MONDAY 5TH OCTOBER, 2020 at 12:00 noon.

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

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

2.17 Modification and withdrawal of tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification , including substitution or withdrawal of the tender’s is received by the procuring entity 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 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers 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 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **12:00 noon on MONDAY 5TH OCTOBER 2020** 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 the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity 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 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.

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

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether

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

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

2.21 Conversion to 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 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

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

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

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

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

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

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

Tenderers shall state their tender price for the payment on 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. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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

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

2.23. Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Procuring entity 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 the Procuring entity deems necessary and appropriate.

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

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

2.24.5 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, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

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

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

2.26 Signing of Contract

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

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

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

2.27 Performance Security

2.27.1 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.

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

2.28 Corrupt or Fraudulent Practices

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

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

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

Notes on the appendix to instruction to Tenderers

1. The appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
3. In preparing the appendix the following aspects should be taken into consideration
 - a. The information that specifies and complements provisions of section III to be incorporated
 - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.

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	Eligibility of tenderers will be as indicated in the Evaluation Criteria indicated below
2.10	Particulars of other currencies – Kenya Shillings only
2.11	Particulars of eligibility and qualifications documents of evidence required – see EVALUATION CRITERIA
2.12	Tender Security Shall be from reputable firms accepted by PPRA – Valued at Kshs 150,000.00 and shall remain valid for up to 120 days from the date of tender opening.
2.22	Evaluation and Comparison of Tenders – shall be as in the Evaluation Criteria
2.27	Performance security – shall be from reputable bank – Valued at 10% of the Contract Sum. It shall be valid up to 30 days after the contract period.

EVALUATION CRITERIA

The bids submitted shall be subjected to a three-stage evaluation process as shown below:

- a) Preliminary/Mandatory Requirements
- b) Technical Evaluation

c) Financial Evaluation

A. PRELIMINARY EVALUATION – MANDATORY REQUIREMENTS (MR)

No.	Documents to be submitted	YES/NO
1.	Copy of certificate of Registration/Incorporation	
2.	Copy of valid PIN/VAT	
3.	Copy of Valid Tax Compliance certificate	
4.	Reference Letter from the bank indicating that the firm is currently operating an account (dated at least within the last 6 months)	
5.	Copy of valid business permit/Trade License.	
6.	Copy of Updated CR12	
7.	Price Schedule in the format provided	
8.	Dully filled, signed and stamped Confidential business questionnaire in the format provided	
9.	Dully filled Form of Tender in the format provided	
10.	Dully filled and Certified Power of Attorney.	
11.	Detail of licensing mode options for server administration, per server and end user (also specify whether annual or one-off)	
12.	Detail of warranty for EDMS for at least 12 months following the commissioning.	
13.	Evidence of payment of bid bond/tender security of Kshs. 150,000.00 provide original copy and must be valid for 120 days from the day of tender opening.	
14.	Dully filled, signed and stamped Site visit form by appointed County Assembly of Siaya and Bidder representatives in the format provided.	
15.	All pages of the submitted tender document shall be serialized and well bound.	
16.	Dully filled, signed, stamped and certified declaration that the bidder is not debarred from participating in Public Procurement in the format provided	

Failure to submit any of the documents/information listed above will lead to automatic disqualification.

B. TECHNICAL EVALUATION

Technical evaluation for firms that qualify at the mandatory evaluation stage shall be done out of 100%. The pass mark will be **70 out of 100**.

The firms shall be evaluated on a scoring matrix as shown below: -

NO.	CRITERIA	MAXIMUM SCORE
1.	Bidders must give at least two major references (indicate value of the contract sums) of clients they have offered the EDMS services to and give contacts of the clients. The Assembly will contact these Clients to Confirm the operations and suitability of the systems.	20

	<p>For each assignment the outline should indicate inter alia, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.</p> <p>Bidders must show proof of such assignments by attaching LPOs, contract documents or any other such relevant documents.</p>	
2.	Demonstration of System security and Auditing	10
3.	Demonstration of Records management and workflow	10
4.	<p>Company Profile</p> <p>(i) A description of the methodology and work plan for performing the assignment.</p> <p>(ii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.</p> <p>(iii) A detailed approach and proof of concept on possible innovative and creative measures that can be undertaken by the County Assembly of Siaya to provide for a sustainable electronics document management and third party system integration.</p> <p>(iv) Draft Service Level Agreement or Contract. Final Agreements will not deviate materially from the draft provided i.e the agreements must provide a realistic outlook that will not deviate materially from the final versions.</p>	20
5.	<p>The bidder must have locally available qualified and experienced IT personnel who will provide assistance in the installation, implementation and utilization of the system.</p> <p>Curriculum vitae (CVs) and academic certificates for EIGHT (8) senior most employees (see table below for points awards)</p>	40
	TOTAL POINTS	100 Points

PERSONNEL QUALIFICATIONS AND AWARDED POINTS

Name of the Position	Key Qualification	Key Experience	Max. Points
Team Leader (1)	At least a Masters’ degree in computer science or Information Technology or Information Systems or any other relevant field.	<p>Minimum of 5 years’ experience in serving as a software technology project manager with full accountability for project delivery and responsibility for the work of others. Exposure to and/or experience with information security/audit concepts and technologies will be an added advantage. In addition, the team leader must have:</p> <ul style="list-style-type: none"> Proven experience in leading and managing the delivery of systems/software projects in a structured environment Experience in a variety of software development approached and methodologies including agile and/or scrum methodologies Experience in requirements capture, analysis techniques and process improvement approaches A strong knowledge of software QA methodologies, tools and processes 	8 Points
Database Expert (2)	At least Degree in Computer Science or equivalent from a recognized university. Training/certification in relation database design	<p>Minimum of 5 years post qualification experience.</p> <p>Minimum of 3 years’ experience in relation database design and management.</p>	12 Points (6 points each)
Software Developers (4)	Graduate in computer Science, Information Technology,	Must have experience in development of secure web based and mobile application system. In addition, the	16 (4 points for each developer)
	Information	Software Developers must have:	

	Systems or a related discipline.	<p>Knowledge and skills in the design, coding, documenting, testing and debugging of web applications</p> <p>Advanced knowledge of relational database management systems</p> <p>Working knowledge in Application Programming Interface (API) development for hansard system integration.</p> <p>Expert proficient in Agile Software development process</p> <p>Experience in software development of using various languages</p>	
Technical Staff (1)	Degree/Diploma in IT or relevant discipline.	Must have relevant experience digitization of records or electronic document management.	4 points
TOTAL POINTS ON KEY PERSONNEL QUALIFICATIONS			40

NB:

- 1. Firms that score 70% and above shall proceed to the financial stage of the evaluation process.**
- 2. The technical score will be assigned a weight of 80%**

B. FINANCIAL EVALUATION STAGE

Financial evaluation will entail ranking of bids on the basis of quoted lump-sum prices alone.

In this stage of evaluation the financial score shall be determined using a formulae.

The formulae for determining the Financial Score (Sf) will as follows:-

$Sf = 100 \times FM/F$ where Sf is the financial score; Fm is the lowest priced Financial bid and F is the price of the bid under consideration.

The Financial Score obtained shall be assigned a weight of 20%

COMBINED SCORE

The weighted Technical Score and Weighted Financial Score shall be combined to obtain the bidders overall score.

The combined score(S) is calculated as follows:-

$$S = T + P$$

WHERE:

P = the weight given to the Financial Evaluation

T = the weight given to the Technical Evaluation

NB: The bidder attaining the highest combined score shall be recommended for award.

SECTION III GENERAL CONDITIONS OF CONTRACT

	Page	
3.1	Definitions	
3.2	Application	
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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.5 Patent Right's

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

3.6 Performance Security

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.

3.6.2 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.

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

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

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

3.7 Inspections and Tests

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

3.7.2 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 Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either

replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 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 procuring entity's prior written consent.

3.10 Termination for Default

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

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

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

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

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

3.14 Resolution of disputes

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

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

3.15 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 fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	Performance security shall be from a reputable bank and valued at 10% of the Contract sum
3.8	Payment will be one lump sum value (Contract sum) after completion of the service

SECTION V – SCHEDULE OF REQUIREMENTS

Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a bases in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the procuring entity's delivery obligations start (notice of award).

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time Start _____ End _____
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SECTION VI DESCRIPTION OF SERVICES

Notes for preparing technical specifications

A set of precise and clear description of the services required is a prerequisite for tenderers to respond realistically and competitively to requirements of the procuring entity without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements – in design and materials unless otherwise provided for in the contract. Samples of specifications from previous similar procurement are useful in their respect.

Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

This part will include any deliverables under the service contract.

SECTION VI – DESCRIPTION OF SERVICES

4.0 INTRODUCTION

Siaya County Assembly is established pursuant to Article 176 (Chapter 11) of the Constitution, which establishes County Governments consisting of a County Assembly and a County Executive. The Chapter further sets out the roles, functions and other matters relating to the membership and operations of the County Assembly.

Siaya County Assembly intends to implement an Electronic Document Management System (EDMS) to assist in the management of paper and electronic documents by digitizing of its current and previous records and integrate the system with the existing hansard system. The aim is to enable efficient access to information and seamless business process flows within the organization. Electronic storage of these records will reduce wear and tear of crucial physical historical records.

Broadly, the contractor shall be expected to:-

- I. Provide the EDMS application software that meets all the system requirements/solutions requirements detailed in section 4.3.1 (sections a-b). All the requirements must be met by the system.
- 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 . 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. The deliverables include trained business and technical personnel, training presentation materials in digital and hard copy forms submitted to County Assembly of Siaya.

IV. The system should serve the following units:

Speakers Office
Assembly Clerk’s Office
Legislative Services
Hansard
Human Resources and Administration
Registry
Finance and Accounting services
Research
ICT

The system should clearly capture the following aspects:

- Document imaging and digitization
- Document management
- Workflows management
- Document centric collaboration
- Integrated document archiving and retrieval
- Management of Hansard documents
- Support OCR from the scanned records including OCR based extraction.
- Apply the full text search functionality
- Support high-volume scanning (20,000 records per month)
- Support automatically sent scanned documents to work-flow.

The purpose of the project is to implement an EDMS solution which shall provide standardized information to assist in managing documents of the County Assembly.

This system is intended to automate various workflows (e.g. document approvals)

4.1 Document deliverables for EDMS:

The project shall be implemented within a period of maximum **90 (Ninety)** days or earlier and it shall be followed by an Operations and Maintenance phase of 1 (One) year from the date of Go-live. The broad components of the project are as follows:

Project plan and design specifications.

Programming and software development and source code documentation.

Integration between the system and the Siaya County Assembly Hansard System.

Training Guide, User Manuals (Administrative & end user)

4.2 DIGITIZATION PROJECT

Siaya County Assembly would like to digitize over 500,000 records in its registry and convert the physical documents into electronic files that can be stored and accessed electronically. This will involve scanning and uploading of images to the EDMS. The scanned document should be properly indexed and searchable. The bidder will provide high volume scanners onsite that will be used for scanning of the backlog documents and should scan different document sizes (A4, A5, A3) etc.

4.2.1 SCOPE OF WORK ON DIGITIZATION

Siaya County Assembly requires the services of an experienced Document Management System service provider to digitize and index of the organization's documents (approximately 500,000 Physical Records) both the current and backlog. This will be done in phase one of the project. The process will involve the following:

- Scanning, indexing and uploading of the records into the EDMS
- customize the system and compartmentalize its access levels to allow Web access.

Provide Document Conversion / Digitization services.

- All documents to be put as e-files and accessed based on the various authorization levels

Provide user training to all members of staff.

- Provide comprehensive training and system administration to selected members of staff (ICT and administration)

- Integrate the proposed system with the existing Siaya County Assembly System.

- Integrate the proposed system with the Hansard system.

- Implementation of various workflows within the EDMS

- Supply the required hardware equipment that will be required during the digitization process e.g. A high-volume scanner with both single and double-sided scanning feature.

- High speed efficiency hardware.

- SSL certificate licensing.

4.2.2 KEY ON DIGITIZATION:

The location to be covered for the digitization project will be the Siaya County Assembly HQs offices in Siaya town.

The total number of pages to be scanned will be approximately 2 million pages. The tenders should propose the duration of the project.

The documents to be digitized will be at the Siaya County Assembly HQs in Siaya town.

Meta data to be captured for each scanned document must include but not limited to:

- o External document (date, reference, document number, subject, source)
- o Internal documents (to, from, date, reference, subject, document type)

4.3 SYSTEM REQUIREMENTS

Item	Description
Indexing software	All documents need to be indexed after scanning
On Premise Server (See appendix for specifications)	20 TB Software: version windows server 2016 and above. Database is latest version of SQL database.
Scanner	The system must be able to work with either our current scanners or that which shall be purchased by the bidder and the scanners must have ability to scan both sides of the document. The bidder should specify any additional hardware required / compatibility for the EDMS to properly function. (Distributed network scanners.)
Online Hosting	The bidder shall ensure the system is hosted online by an independent web hosting service provider for the first one year of service. The system should also have the ability to auto synchronize the offline records when it goes live.

4.3.1 ENTERPRISE REQUIREMENTS

- a) Core System features

Requirement	Response (Yes/No)
Electronic platform	
System security and backup	
System flexibility	
Interface/integration with existing systems	
Online and Real Time Transactions	
Rollout timelines/work plan/methodology	
Ability to export/import data to/from other systems	
Flexible reporting criteria	
Various supervision levels/rights –e.g. super admin and other users.	
Good and successful history in the past	
Proposed training program and knowledge transfer	
Adequate key Personnel capability.	
Site visit/reference calls	

- b) The following are enterprise requirements Siaya County Assembly has outlined for the EDMS project.

Section	Requirement	Detailed technical response - Describe how the proposed solution meets the requirement.	Does the EDMS meet the requirements Y /N
1.1	Document Management Requirements		
1.1.1	The EDMS must be able to compress and store any and all file types, including but not limited to .doc, .xls, .ppt, .tiff, .pdf, .bmp and .txt, .dwg., . dxf., video and audio files		
1.1.2	Ability to support various operating systems including Windows, Linux etc.		

1.1.3	Export: ability to export single or multiple Documents		
1.1.4	The system should perform document indexing, categorization and sorting for all documents uploaded		
1.1.5	The system should support bulk import of image and electronic documents		
1.1.6	Ability to report on stored documents (analyze data)		
1.1.7	Support for concurrent users.		
1.1.8	The EDMS must have the capability to enable secure digital signing of document		
1.2	System security		
1.2.1	The system must support creation of users by the administrator and definition and assigning of various level of authorization within the system.		
1.2.2	Ability to grant/deny document viewing, editing and deletion based upon group or user accounts or role management from Active Directory		
1.2.3	The system should provide logs for user activity		

1.2.4	The system should have capability to detect password strength.		
1.3	Auditing		
1.3.1	The system should be able to allow authorized users to access document history / audit trail of all system access logs by authorized users		
1.4	Records Management Requirements		
1.4.1	Ability to automatically track and dispose of documents based upon selection criteria		
1.4.2	Ability to perform bulk scanning of documents		
1.5	Workflow Requirements		
1.5.1	Easy to create ad hoc workflows that can be used by multiple departments.		
1.5.2	View and annotate documents throughout the workflow process		
1.6	Licensing		
1.6.1	Does system require annual licensing? Give details		
1.6.2	Are licenses concurrent or named user licenses?		

1.7	Reporting and Analysis		
1.7.1	Provide reporting capabilities which exist as part of the system.		
1.7.2	Provide Content Analytics capabilities which exist as part of the system. Allow reports to be saved for future reuse		
1.7.3	Provide non-technical users with the ability to build reports.		

APPENDIX

MINIMUM SERVER REQUIREMENT

Description	Detailed Specification	Tender Response
PROCESSORS	Core i7, 3.40GHz. and later versions.	
Memory	32GB DDR3 PC3-10600 1333MHz ECC Memory.	
HARD DRIVES	20TB (4 x 5TB) 7.2K 6Gb/s NL SAS 3.5" HDDs	
STORAGE - VPS VEEAM BACKUP	4TB Veeam Per VM Per Month Backup with Alerts in State of the Art Aventis Systems Tier 4 Datacenter.	
SERVER RAID CONTROLLER	PERC H700 6Gb/s with 1GB and Battery	
POWER SUPPLY	Single Power Supply (Use our power system)	
SERVER OPTICAL DRIVE	DVD+/-RW Drive	

MINIMUM SCANNER REQUIREMENT

Scanner specification – Desktop scanner

Description	Detailed Specification	Tender Response
Reading Sensor	CMOS CIS	
Optical Resolution	600dpi	
Light Source RGB LED	RGB LED	
Reading Side	Front / Back / Duplex	
Interface	USB3.1 Gen1	
Power Requirements	AC100 - 240V (50/60Hz)	
READING SPEED	B&W/Greyscale 200dpi / 300dpi 60ppm / 120ipm	
	Colour 200dpi 60ppm / 120ipm	
	300dpi 40ppm / 80ipm	
DOCUMENT SPECIFICATIONS	Width 54 - 216mm,Length 50.8 - 356mm,Thickness 27 - 209g/m ² Card Scanning, Long Document Mode 3000mm max	
	Feeder Capacity 80 sheets	
OUTPUT	Resolution 150 - 600dpi	
	Text Enhancement II, 8-bit Greyscale (256-level), 24-bit Col, Auto Colour Detection	
SPECIAL FEATURES	Automatic Page Size Detection, Deskew, 3- Dimensional Colour, Auto Colour Detection, Shading Correction, Multi Stream, Pre-set, Skip Blank Page, Folio Mode, Moiré Reduction, Prevent Bleed, Through/Remove Background, Edge Enhancement, Drift, Background Thin Paper Mode, Double Feed Detection (Ultrasonic Sensor/By Length), Separation Retry	
BUNDLED SOFTWARE	ISIS /TWAIN Driver (Windows XP Pro / XP Home / VISTA / 7)	
Daily Duty Cycle	7,500 scans/day	

Specification sheet for Production Scanner

Description	Detailed Specification	Tender Response
Type	A3 Desktop Type Sheet Fed Scanner	
Scanning sensor unit	CMOS CIS	
Optical resolution	600dpi	
Light source	RGB LED	
Scanning side	Front/ Back/ Duplex	
Interface	USB 3.1 / Wired LAN	
Weight	Approx. 25 kg	
Power requirements	AC220-240V (50/60Hz)	
Power consumption	Scanning: 66.5W	
Black and White, Colour	110ppm 220 ipm - Landscape speed	
Output resolution	150-600dpi	
Output mode	Black and White, Error Diffusion, High-speed Text Enhancement, Advanced Text Enhancement, Advanced Text Enhancement II, 256-level Grayscale, 24-bit Color	
Suggested Daily Duty Cycle	50,000 scans/day	
Paper size	Width 50.8 - 305mm, Length 70 - 432mm, Thickness Continuous feeding 20 – 209g/m ² (0.04 – 0.3mm), Thin document 0.04 - 0.25mm Non Separation mode (20 – 255g/m ²) (0.04 -0.03mm), Long document mode 3000mm	
Feeder capacity	500 Sheets(80g/m ²)	
SPECIAL FEATURES	Automatic Page Size Detection, Deskew, 3- Dimensional Colour Correction (partly by Driver), Colour Dropout (RGB), Image Rotation, Multi Stream, Pre-set Gamma Curve, Contrast Adjustment, Prescan, Staple Detection, Skip Blank Page, Addon Settings, Punch Hole Removal, moiré Removal, Folio, Scan Area Setting, Text Orientation Recognition, Background Smoothing, Rapid Recovery Scan, Ultrasonic Double Feed Detection (Length By Firmware)	
Windows	ISIS /TWAIN Driver (Windows XP / VISTA / 7 / 8/10)	
	Kofax VRS	

4.4 THE FOLLOWING WORKFLOWS WILL BE PART OF THE PROJECTS:

4.4.1 Integration with Hansard System

The EDMS must integrate with Hansard System. The documents types that will likely feature in the integration between the EDMS and Hansard include but not limited to:

Assembly proceedings
Presentation Systems

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. Technical Proposal Submission Form
2. Team Composition and Task Assignments
3. Format of Curriculum Vitae (CV) for Proposed Professional Staff
4. Form of tender
5. Price schedules
6. Site Visit Form
7. Contract form
8. Confidential Questionnaire form
9. Tender security form
10. Performance security form
11. Bank guarantee for advance payment
12. Declaration form

TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: County Assembly of Siaya
P.O Box 7-40600,
SIAYA.

Ladies/Gentlemen:

We, the undersigned, offer to provide the services for _____
_____ [*Title of the services*] in accordance with
your Request for Proposal dated _____ [*Date*] and our
Proposal. We are hereby submitting our Proposal, which includes this Technical
Proposal and a Financial Proposal sealed under a separate envelope.
We understand you are not bound to accept any Proposal that you receive.
We remain,

Yours sincerely,

_____ [*Authorized Signature*]:
_____ [*Name and Title of Signatory*]
_____ [*Name of Firm*]
_____ [*Address:*]

TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ **Nationality:**

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

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

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

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

[Signature of staff member] **Date:** _____

[Signature of authorized representative of the firm] **Date;** _____

Full name of staff member: _____

Full name of authorized representative: _____

FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,*
the of which is hereby duly acknowledged, wed, 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 (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender
opening of the Instructions to tenderers, and it shall remain binding upon us and may be
accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written
acceptance thereof and your notification of award, shall constitute a binding Contract between
us.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*
Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____. Page ____ of _____.

NO.	DESCRIPTION	AMOUNT (Kshs)	VAT (14%)	TOTAL (VAT INCLUSIVE)
1	Cost of EDMS Software.			
2.	Delivery and Installation			
3.	Concurrent Users License Fees at least 25 users.			
4.	Technical training on the EDMS solution (Knowledge transfer) for at least 15 staff of Siaya County Assembly.			
5.	User training on named EDMS users. (100 users)			
6.	High Volume Scanner (PDS) Hardware (1)			
7.	Flatbed scanner with Back to Back scanning capability. (3)			
8	On Premise Server (1).			
9.	Project Management & Contingency Fees (5% of the tender sum)			
10.	Complete System Implementation of the EDMS and Uploading of the scanned images			
11.	* Any other costs			
	<u>TOTAL COST (Kshs).</u>			

NB: Details of any other costs that Siaya County Assembly may incur should be clearly spelt out. Any ambiguity may render the tender non-responsive

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SITE VISIT FORM

COUNTY ASSEMBLY OF SIAYA



SITE VISIT FORM

Bidder/Company Name

Tender No.: *****

Tender Name: Supply, Installation and Commissioning Of an Electronic Document Management System (EDMS)

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

CAS Rep. Name:.....Signature:.....Date:...

Official Stamp

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

Official Stamp

CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

Business Name

Location of Business Premises

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.....

TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of

[name and/or description of the services]

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

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

Of.....having registered office at

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

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20____ to

supply.....

[Description services](Hereinafter called “the contract”)

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

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

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

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

.....
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

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

.....

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of
[amount of guarantee in figures and words].
We, the

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

We further agree that no change or addition to or other modification of the terms of the Contract to be performed 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]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary