

**NAIROBI CITY COUNTY**

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**TENDER DOCUMENT FOR ELECTRONIC  
DOCUMENT MANAGEMENT SYSTEM**

**NCC/ADM/RECORDS/T/517/2015-2016**

**COUNTY SECRETARY    MARCH 2016  
P.O. Box 30075-00100  
NAIROBI**

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## **Introduction**

Nairobi City County seeks to acquire an Electronic Document Management System (EDMS) platform to serve as the single and central platform for the Registries. The County Government wishes to streamline a number of business processes to improve the way its employees retain access, share, analyze, and process critical information through the use of Digital technology. The ideal system must be robust and affordable; integrate seamlessly, through service oriented architecture (SOA) design philosophy, with the county's current and future IT architectural landscapes. The target IT architecture envisages all the counties core information systems will be standardized to run on relational database technology. The target EDMS system may leverage existing software and hardware resources but must not conflict with existing business critical systems.

These complementary technologies must therefore make it possible for the county to build an internal knowledgebase, create a document/content repository, scan, file, archive hardcopy documents, report or model on critical business data, intelligently route information enterprise wide, improve collaboration and ultimately enhance efficient service delivery.

The broad objectives of this project are:- Establish a precedent for enterprise content management and enterprise document management best practices for the entire county, Provide an integrated strategy for the capture, storage, collaboration, management and delivery of electronic content and electronic documents, Establish standards for content creation, storage, metadata, workflow, business process integration, publication and security, Provide a secure, stable repository for Nairobi City County content and documents, integrating with and/or complimenting existing repositories, systems of record and IT systems as required, and Provide intuitive and efficient querying, search and retrieval of content across the Nairobi City County headquarters among others.

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### SECTION I INVITATION TO TENDER

**DATE: 30/03/2016**

TENDER REF NO NCC/ADM/RECORDS/T/517/2015-2016

TENDER NAME: ELECTRONIC DOCUMENT MANAGEMENT SYSTEM  
AND SUPPLY OF A SCANNER

- 1.1 The **County Government of Nairobi** invites sealed bids from eligible candidates for supply of scanner and development of an electronic document management system.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **procurement department, room 105, 1<sup>st</sup> floor City Hall Annex** during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates from [www.nairobi.go.ke](http://www.nairobi.go.ke) or [www.supply.treasury.go.ke](http://www.supply.treasury.go.ke) no payment for documents downloaded from the web.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **procurement department, room 105, 1<sup>st</sup> floor City Hall Annex** so as to be received on or before **Tuesday, 12<sup>th</sup> April 2016 at 12.00 noon.**
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **(30)** days from the closing date of the tender.
- 1.6 The tenderer shall furnish, as part of its tender, a tender security of 2% as indicated in paragraph 2.14.2
- 1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **county procurement board room**

For  
**COUNTY SECRETARY  
NAIROBI CITY COUNTY  
P.O. Box 30075-00100  
Nairobi**

### **SECTION II - INSTRUCTIONS TO TENDERERS**

#### **2.1 Eligible Tenderers**

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.

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.

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

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

#### **2.2 Eligible Goods/products**

2.2.1 All goods/products to be supplied under the contract shall have their origin in eligible source countries.

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

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

### **2.3 Cost of Tendering**

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

### **2.4. The Tender Document**

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

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Confidential Business Questionnaire

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

### **2.5 Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the

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tender documents, which it receives not 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 that have received the tender document.

2.5.2 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.

### 2.6 Amendment of Documents

2.6.1 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 amendment.

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

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

### 2.7 Language of Tender

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

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### 2.8 Eligibility Criteria

2.8.1 Bidder must qualify the following eligibility criteria and should submit required documentary proofs as indicated below. Bids which fail to qualify any of the following criteria will be rejected.

Eligibility Criteria	Proof to be submitted
1. The Bidder should be a Registered Company in Kenya as per the Companies Act. <b>CAP486</b> and be in existence for at least 5 years. Company should have a valid VAT, Tax compliance, & company Registration	<ul style="list-style-type: none"> <li>• Certified copy of company registration Certificate, VAT, and Tax compliance.</li> </ul>
2. The Bidder must have in the last 3 years, successfully implemented at least three similar solutions, in a Govt. department or Private organizations.	<ul style="list-style-type: none"> <li>• Certified copy of Purchase Orders and completion certificates along with reference person contact details such as name, designation and phone</li> </ul>
4. The Bidder s should have at least 5 full time technically qualified workforces on its rolls.	<ul style="list-style-type: none"> <li>• Certified copies of employee letter of appointments and curriculum vitae to be enclosed</li> </ul>
5. The Bidder should have either its own data centre or host the application with a reputed web-hosting company.	<ul style="list-style-type: none"> <li>• In case hosted with an external company, submit name and details of hosting company.</li> <li>• In case hosted in own Data Centre, provide details of data centre from security perspective.</li> </ul>
6. Bidder should not be black listed in either Govt. or Private organizations.	Certified Sworn Affidavit
7. Bidder should be the developer and owner of the product. Bidder should provide single window for all end to end Services such as master data migration, implementation, configuration and training to the end users and onsite support person at county office.	<ul style="list-style-type: none"> <li>• Certificate from authorized person on behalf of the bidder.</li> </ul>

**Note:** Successful bidder will provide post implementation resource for **500hrs** and all necessary documentation relating to software like Training Manuals and literature, Systems Administration Manuals, User manuals, Installation Manuals, Operational Manuals, and Maintenance Manuals.



### **2.9 Tender Forms**

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

### **2.10 Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

### **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

### **2.12 Tenderers Eligibility and Qualifications**

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

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

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

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

### **2.13 Goods/products Eligibility and Conformity to Tender Documents**

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

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

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

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

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

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

### **2.14 Tender Security**

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

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

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- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;  
or
  - (b) in the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.27
    - Or
    - (ii) to furnish performance security in accordance with paragraph 2.28

### 2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the 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 non responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

### 2.16 Format and Signing of Tender

2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

### 2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE **Tuesday, 12<sup>th</sup> April 2016**”

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

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

### 2.18 Deadline for Submission of Tenders

- 1.8 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Tuesday, 12<sup>th</sup> April 2016 at 12.00 noon.**
- 1.9 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

### 2.19 Modification and Withdrawal of Tenders

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

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

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

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

2.19.6 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.

### **2.20 Opening of Tenders**

1.10 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, **Tuesday, 12<sup>th</sup> April 2016 at 12.00 noon** at the location specified in the Invitation to Tender.

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

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

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

### **2.21 Clarification of Tenders**

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

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

### **2.22 Preliminary Examination**

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 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 quantify, 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,

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and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

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

2.22.5 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 non conformity.

### **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

### **2.24 Evaluation and Comparison of Tenders**

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

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

2.24.3 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 Preference**

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

### **2.26 Contacting the Procuring entity**

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

2.26.2 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 Tenderer's tender.

### **2.27 Award of Contract**

#### **(a) Post-qualification**

2.27.1 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.

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

2.27.3 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**

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender,

provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

**(c) Procuring entity's Right to Vary quantities**

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

**(d) Procuring entity's Right to accept or Reject any or All Tenders**

2.27.6 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

**2.28 Notification of Award**

2.28.1 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.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

**2.29 Signing of Contract**

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 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.

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2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

### **2.30 Performance Security**

2.30.1 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.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 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 Candidate or call for new tenders.

### **2.31 Corrupt or Fraudulent Practices**

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 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.

2.31.3 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**

#### **Notes on the Appendix to the Instruction to Tenderers**

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and 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 goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Section II to be incorporated
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

### **SECTION III: GENERAL CONDITIONS OF CONTRACT**

#### **3.1 Definitions**

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

#### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

#### **3.3 Country of Origin**

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

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### 3.4 **Standards**

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

### 3.5 **Use of Contract Documents and Information**

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

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

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

### 3.6 **Patent Rights**

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

### 3.7 **Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

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- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.7.4 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 obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or

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waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

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

### 3.9 **Packing**

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

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

### 3.10 **Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### 3.11 **Insurance**

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

### 3.12 **Payment**

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

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



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### **3.13 Prices**

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

### **3.14. Assignment**

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

### **3.15 Subcontracts**

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

### **3.16 Termination for default**

- 3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity

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

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

### **3.17 Liquidated Damages**

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

### **3.18 Resolution of Disputes**

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

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

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### **3.20 Force Majeure**

3.20.1 The tenderer 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.

### **SECTION IV -RESPONSIBILITIES BY THE COUNTY GOVERNMENT**

- i. Provide Project Coordinator, who will be the single point of contact from county.
- ii. County through the coordinator will attend meetings if any to review the status of the project and discuss Task accomplished, Issues, show stoppers and their resolutions.
- iii. Provide documents for scanning as per project plan.
- iv. Define configuration parameters for various processes.
- v. Final approval of data entered by the bidder.
- vi. Final user acceptance test.
- vii. Provide basic infrastructure.
- viii. Coordinate training.
- ix. Participate in training conducted by bidder.

**SECTION V - TECHNICAL SPECIFICATIONS**

**5.1 General**

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

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

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

5.1.4 The tenderers are requested to present information along with their offers as follows:

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

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## LOT 1: SOFTWARE

EDMS- SPECIFICATIONS	Detailed Technical Response
<p><b>User Interface:</b>                      Cohesively designed and developed suite of EDMS applications which uses the same codes, user interface, content repository, and security and administration modules. Using a single application</p> <ul style="list-style-type: none"> <li>-Easy to code and add business needs without extra costs.</li> <li>-Users be able to add new features without involving ICT.</li> <li>-One view template:                             <ul style="list-style-type: none"> <li>a. Indexing pane</li> <li>b. Scanning</li> <li>c. Search results</li> <li>d. Application tree</li> </ul> </li> <li>-EDMS should be flexible to manage as per organizational structure.</li> <li>-Easy to integrate with other legacy systems.</li> <li>-Ability to create APPLICATIONS without writing any code.</li> <li>-Ability to view Document viewing to View, the image, view query (Folio) Application and Metadata at the same time in one page.</li> <li>-Documents can be scanned remotely.</li> <li>-The system should have a build-in image cleanup and processing.</li> <li>-The system should have an integrated image viewing and processing tools such as ZOOM, Negative , Flip, Mirror, RGB Color adjustment, Contrast and Brightness , Color Conversion , Resize and Rotate etc</li> <li>-The system should have an Auto- Indexing facility</li> <li>-Images are compressed automatically to save storage space.</li> <li>-Color images supported</li> <li>-The system should allow user defined input forms or ability to modify the system input screens.</li> <li>-The system should have a hierarchical Filing</li> </ul>	
<p><b>Integration:</b></p> <ul style="list-style-type: none"> <li>-EDMS should be able to integrate using easy script based integration tools.</li> <li>-Ability to integrate with ANY ERP, CRM, MS OFFICE and any core system.</li> <li>-Ability to demonstrate use of application programming interfaces (APIs)</li> <li>-Web based capability.</li> </ul>	
<p><b>Configurability:</b></p> <ul style="list-style-type: none"> <li>-Ability to use Point-and –Click functionality.</li> <li>-Ability or easy to configure, deploy and modify sophisticated EDMS solutions without being locked into a rigidly coded application.</li> <li>Allow end users more flexible environment for changes and fine tuning to their specific workflow requirements.</li> </ul>	
<p><b>Storage:</b></p> <ul style="list-style-type: none"> <li>-Ability to store and manage a Billion images.</li> <li>-Ability to connect to NAS with ease without compromising the system access speed.</li> </ul>	

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<p><b>Server/ Client Operating System</b>                  -Minimum : Windows 2000                  -Recommended Windows XP, Windows 7,8 Workstations                  -Minimum: Windows Server 2003</p>	
<p><b>DATA Base Supported:</b>                  -My SQL                  -Portable Databases</p>	
<p><b>Internet Functions/Web Supported.</b>                  -Supports internet and Intranet environments.                  -Supports Http, Https.                  -Distributed data capture.                  -Ability to do remote querying.</p>	
<p><b>Security and Control Features.</b>                  The Documents should be protected from                  -Application Level                  -Table Level                  -Field Level and                  -Ability to safe guard Image Contents                  -The system should have independent security system from that of network operating system. Apart from having its own authentication mechanism, the system should support other types of Authentication including LDAP                  -Ability to support Firewall and work within firewall without any third party applications.                  -Ability to SSL encryption support                  -Ability to set up Multi-Level security.                  -Ability to create groups and License groups for use in managing aspects of the system.                  -Facility to restrict users to certain functions within the system                  -Facility to assign User ID to the user group profile.                  -Ability to customize user views                  -Ability to force regular passwords changes.                  -Ability to set up Multi-Level security                  -Ability to create groups or License groups for use in managing aspects of the system,                  -Whether to be used by management or level users.                  -Ability to link users and groups</p>	
<p>-Facility to restrict users to certain functions within the system.</p>	
<p>-Facility to assign User ID to the user group profiles.</p>	
<p>-Ability to use 128-bit encryption.</p>	
<p>-Ability to customize data views or user interface framesets for different user groups.</p>	
<p>-Ability to force regular password changes.</p>	
<b>Audit trail</b>	

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The system must provide a full audit trail of all transactions made in the system.	
The system will track who did what with a document.	
Ability for remote system management.	
Ability to create databases, manage users etc remotely.	
Each user's log-on and log-off times can be recorded.	
The system should have the facility to provide an audit analysis of users.	
<b>Other Features.</b>	
-Ability to delete/disable unwanted (not required fields).	
-Ability to modify field names.	
-Ability to add new fields and names.	
-Ability to modify fields and names.	
The system should have file indexing facility for quick access to documents.	
Navigation across the screens to operate in similar manner throughout system.	
The system has the facility to a comprehensive online and context sensitive help feature.	
Ability to provide online data entry and reporting.	
There is automatic positioning of the cursor at the required input fields.	
Date format has the Kenyan convention i.e. DD-MM-YY style.	
The system should be able to accommodate up to 15 digits i.e. 999,999,999,999,999.	
Provide interface to Optical Character Recognition (OCR) system.	
Facility to store digital documents.	
<b>Document Input:</b>	
-Ability to import electronic documents of all types into the DMS such as TIFF, JPEG, PDF, Word, Excel, PowerPoint, Emails etc	
-Ability to extract full text information to enable full text search along with index field searches.	
-Facility for scheduling active import jobs from local folders or Server to enable automatic import on a regular basis.	
-Ability to import documents with index information	
-Ability to scan documents in paper form directly into the DMS using TWAIN source and on the web interface.	
<b>Storage &amp; Indexing</b>	
-Ability to automatically organize documents into a multi-level folder structure	
-Ability for Remote system management.	
-Ability to index documents inside the DMS	
The EDMS system storage controller must have storage pools e.g. mirrors,	

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Rollovers and storage digital signatures	
EDMS system must have a magnetic storage controller. It should also be able to support other storage mechanisms such as, storage directly to WORM Optical, Net App, Database Blob Manager, and EMC Centera.	
Should be able to support different modes of indexing. E.g. Auto indexing of documents, Manual uploads of electronic Files and scanned images.	
-Ability to support document versioning	
-Ability to support full text indexing.	
<b>Search &amp; Retrieval</b>	
The system should support generic, wildcard and exact match types of searches	
-Ability to perform full text search	
-Support for Boolean operators to do document searches.	
-Ability to create sub queries within the main search criteria.	
-Ability to use mathematical operators to conduct searches.	
-Ability to search text within file notes of documents in the database	
-The system must support advanced email searches	
-Ability to be able to create predefined query mechanism.	
-The query specification should avoid returning results the user is not allowed to see.	
-The system should allow the administrator of the system to define how the query output should be displayed to the user. E.g. Graph, Table, Multiple items, JSP form, etc.	
-The system should have a query preprocessor that supports wrapping portions of SQL Select Statements in a conditional Block.	
-Ability to be able to define a single query that allows users to do a query specifying a subset of the available form field.	
<b>Document Viewing</b>	
-Multiple users must be able to access the same document simultaneously.	
-Ability to launch documents externally from the DMS using native applications.	
-Provision to specify for each individual file format, which viewing or application program to use when launching a file.	
-The viewer should be able to run in windows and non- windows platforms.	
-The viewer must be web based and must minimize the amount of data sent over the network by displaying the first page of the file and small thumbnail images of other pages in the file.	
<b>Documents Editing</b>	
-Ability to edit and save documents directly from the DMS viewer without changing the original	
-Support for editing of document launched to an external application	
<b>Documents Annotations</b>	



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The EDMS should support annotations, such as colored marks, text, highlighting, drawing objects and inserting images for TIFF images	
The DMS should allow for such annotations to be permanently ‘burned’ on a TIFF image.	
Such annotations should be viewable outside of the EDMS	
<b>Email Management</b>	
The EDMS must allow one of the following modes of operation to be chosen at configuration time:	
The EDMS to allows users to capture e-mails (i.e. after choosing which if any to register);	
The EDMS provides an automated process for the capturing of all inbound and outbound e-mails	
The EDMS should allow individual users to process and capture their incoming e-mail messages from within their e-mail system. The user should be able to process each e-mail in the inbox, from within their e-mail system, as follows:	
- View each mail message and an indication of its attachments (if any);	
- Link the mail message and its attachments to an existing document in EDMS	
Register the mail message and its attachments as a new document in DMS;	
<b>Document Security</b>	
1. The DMS must allow the Administrator to limit access to documents, files and metadata to specified users or user groups.	
The EDMS must allow the Administrator to attach to the user profile attributes which determine the features, metadata fields, documents or files to which the user has access. The attributes of the profile will:	
<input type="checkbox"/> Prohibit access to the DMS without an accepted authentication mechanism attributed to the user profile;	
<input type="checkbox"/> Restrict user access to specific files or documents.	
<input type="checkbox"/> Restrict user access according to the user’s security clearance.	
<input type="checkbox"/> Restrict users access to particular features (e.g. read, up-date ,Execute, Manage objects and/or delete specific metadata fields);	
<input type="checkbox"/> Deny access after a specified date; the system should be able to set timelines when a certain user log on criteria expires.	
<input type="checkbox"/> Allocate the user to a group or groups.	
The EDMS must be able to provide the same control functions for roles as for users.	
The EDMS must be able to set up groups of users that are associated with a set of files or documents.	
The EDMS must allow a user to be a member of more than one group.	

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The EDMS must allow only Administrators to set up user profiles and allocate users to groups.	
The EDMS should allow a Administrator to allocate roles to a supervisor or manager of a group and the supervisor or manager of the group to stipulate which other users or groups can access documents that the Supervisor or manager is responsible for. This function should be granted by the Administrator according to the organization’s policy.	
The EDMS must allow changes to security attributes for groups or users (such as access rights, security level, privileges, password allocation and management) to be made only by Administrators	
If a user requests access to, or searches for, a document, volume or file which he does not have the right to access, the DMS must provide one of the following responses (selectable at configuration time):	
<input type="checkbox"/> Display title and metadata;	
<input type="checkbox"/> Display the existence of a file or document (i.e. display its file or document number) but not its title or other metadata;	
<input type="checkbox"/> Do not display any document information or indicate its existence in any way.	
<input type="checkbox"/> If a user performs a full text search, the DMS must never include in the search result list any document which the user does not have the right to access	
<input type="checkbox"/> If the DMS allows users to make unauthorized attempts to access files, volumes or documents, it must log these in the audit trail	
<b>Workflow</b>	
The DMS workflow feature must provide workflows which consist of a number of steps, each step being (for example) movement of a document or file from one participant to another for action	
The EDMS should not practically limit the number of steps in each workflow	
The EDMS workflow must provide a function to alert a user participant that a file or document(s) have been sent to the user’s electronic “in tray” for attention and specify the action required	
The DMS workflow must allow the use of e-mail for a user to notify other users of documents requiring their attention.	
The EDMS workflow feature must prevent pre-programmed workflows from being changed by users other than the Administrator, or by approved users authorized by the Administrator.	
The Administrator should be able to designate that individual users are able to reassign tasks/actions in a workflow to a different user or group.	
The DMS workflow feature must document all changes to pre-programmed workflows in the audit trail. The Process Dashboard should provide access to a variety of information about the current state of the process as well as historical behaviour.	

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The EDMS workflow feature must document the progress of a document or file through a workflow so that users can determine the status of a document or file in the process.	
The EDMS must not practically limit the number of workflows which can be defined.	
The process manager should be able to reference to any objects within the DMS system.	
The process manager should be able to Automatically capture information from email systems, scanned images, Online application content.	
The Process Manager should have seamless integration with Microsoft office products, such that users can automatically initiate workflow from a Microsoft office application.	
The EDMS workflow feature should manage the files and documents in queues which can be examined and controlled by the Administrator.	
The EDMS workflow feature should be capable of letting participants view queues of work addressed to them and select items to be worked on.	
The EDMS workflow feature should provide conditional flows depending on user input or system data.	
The EDMS workflow feature should provide a reminder, and deadlines. Alerts should be generated and send to the user at specified intervals. If this are not responded to, the DMS system should have an escalation mechanism to route to the next available officer.	
The EDMS workflow feature should allow users to interrupt a flow (i.e. to suspend it) temporarily in order to be able to attend to other work.	
The EDMS workflow feature must recognize as “participants” both individuals and work groups.	
Where the participant is a work group, the EDMS workflow feature should include a facility to distribute incoming items to group members in rotation, or on a member’s completion of the current task, to balance team members’ workloads.	
The EDMS workflow feature should include the ability to prioritize items in queues.	
The EDMS Should have a strong reporting utility for each workflow defined. This should include reports like, All work not completed, User productivity in responding to tasks. Time taken to complete a specific workflow etc.	
The Process engine should allow for Load balancing.	
Process Manager should have work time tracking to manage the amount of time users spend performing their work.	
<b>Document Capture</b>	
The EDMS document capture process must provide the controls and functionality to:	
<input type="checkbox"/> Register and manage all electronic documents regardless of the method of encoding or other technological characteristics;	

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<input type="checkbox"/> Ensure that the documents are associated with a classification scheme and associated with one or more files.	
<input type="checkbox"/> Integrate with application software that generates the documents;	
<input type="checkbox"/> Validate and control the entry of metadata into the DMS.	
The EDMS must be able to take into the electronic document management environment:	
- The content of the electronic document, including information defining its form and rendition and information defining the structure and behavior of the electronic document, retaining its structural integrity (for example, all the components of an e-mail message with attachment(s), or of a web page, with their links);	
- Information about the electronic document, for example, the file name;	
- The date of creation and other document metadata about the elements of the document.	
- Information about the context in which the electronic document was originated, created and declared, for example its business process and, originator(s), author(s);	
- Information about the application program which generated the document, including its version.	
The EDMS must allow the capture acquisition of all metadata elements specified at systems configuration, and retain them with the electronic document in a tightly-bound relationship at all times.	
The EDMS should support the ability to assign the same electronic documents to different electronic files, from one electronic document without physical duplication of the electronic document.	
The EDMS must support automated assistance in registration of electronic documents, by automatically extracting metadata, for at least the following types of document:	
- Office documents (e.g. word-processed letters in a standard format);	
- E-mail without attachments, both incoming and outgoing;	
- E-mail with attachments, both incoming and outgoing	
- Facsimile messages, both incoming and outgoing.	
The EDMS must keep a read only trail of the date and time of document upload, author and all changes that have been made to the metadata.	

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The EDMS must allow entry of further descriptive and other metadata at:	
- Time of registration;	
- At a later stage of processing.	
The EDMS should allow a user to pass electronic documents to another user to complete the process of capture.	
For electronic documents that are constructed of more than one component, the DMS must:	
- Handle the document as a single indivisible document, retaining the relationship between the components;	
- Retain the document's structural integrity;	
- Support integrated retrieval, display, management of document content.	
- Manage disposal of all components of the electronic document as a whole unit (i.e. in one operation). But also have a function of disposing one document out of the whole unit.	
The EDMS must provide the ability to capture transactional documents generated by other systems. This must include:	
Supporting predefined batch file transaction imports;	
Providing edit rules to customize the automatic registration of the documents;	
The EDMS system must provide facilities to manage input queues and a monitoring facility for the queued documents.	
The EDMS must not impose any practical limit on the number of documents which can be captured in a file, or on the number of documents which can be stored in the DMS.	
<b>Audit Trails</b>	
The EDMS must keep an unalterable audit trail capable of automatically capturing and storing information about:	
All the actions that are taken upon an electronic document, electronic file or classification scheme;	
The user Initiating and or carrying out the action, date and time of the event.	
Once the audit trail functionality has been activated, the DMS must track events without manual intervention, and store in the audit trail information about them.	
The EDMS must maintain the audit trail for as long as required, which will be at least for the life of the electronic documents or electronic files to which it refers	
The EDMS must provide an audit trail of all changes made to:	
- Groups of electronic files;	
- Individual electronic files;	
- Electronic volumes;	

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- Electronic documents;	
The EDMS must provide an audit trail of all changes made to administrative parameters.	
The EDMS must be capable of capturing and storing in the audit trail information about the following actions:	
<input type="checkbox"/> The date and time of capture of all electronic documents;	
<input type="checkbox"/> Re-classification of an electronic file within the classification scheme;	
<input type="checkbox"/> Any change to the retention schedule of an electronic file;	
<input type="checkbox"/> Any change made to any metadata associated with classes, electronic files or electronic documents;	
<input type="checkbox"/> Date and time of creation, amendment and deletion of metadata;	
<input type="checkbox"/> changes made to the access privileges affecting an electronic file, electronic document or user;	
<input type="checkbox"/> Export or transfer actions carried out on an electronic file;	
<input type="checkbox"/> Date and time of a rendition	
<input type="checkbox"/> Deletion / destruction actions on an electronic file or electronic document.	
The EDMS should NOT allow the audit trail facility to be configurable by the Administrator or any user.	
The EDMS must ensure that audit trail data is available for inspection on request, so that a specific event can be identified and all related data made accessible, and that this can be achieved by authorized external personnel who have little or no familiarity with the system.	
The EDMS must be able to export audit trails for specified electronic documents, electronic files and groups of files (without affecting the audit trail stored by the DMS).	
The EDMS must be able to capture and store violations (i.e. a user's attempts to access a document, volume or file to which he is denied access), and (where violations can validly be attempted) attempted violations, of access control mechanisms.	
The EDMS must at a minimum be able to provide reports for actions on classes, files and documents organized:	
<input type="checkbox"/> By document or file or class;	
<input type="checkbox"/> By user;	
<b>Backup and Recovery</b>	
The EDMS must provide automated backup and recovery procedures that allow for regular backup of all or selected classes, files, documents, metadata and administrative attributes of the DMS repository.	
The EDMS must allow the Administrator to schedule backup routines by:	
<input type="checkbox"/> specifying the frequency of backup;	
<input type="checkbox"/> selecting files or documents to be backed up;	

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Allocating storage media, system or location for the backup (e.g. off line storage, separate system, remote site).	
The EDMS must allow only the Administrator to restore from DMS backups. Full integrity of the data must be maintained after the restore.	
The EDMS must allow only the Administrator to roll-forward the EDMS from a backup to a more recent state, maintaining full integrity of the data.	
The EDMS should be able to notify users whose updates may have been incompletely recovered, when they next use the system, that a potentially incomplete recovery has been executed	
The EDMS must allow users to indicate that selected documents are considered to be “vital documents”.	
The EDMS should allow vital documents and other documents to be restored in distinct operations.	
<b>Retention Schedules</b>	
The Document management system (DMS) should have a records management utility. This Records management utility should handle retention dates.	
The Records management utility should conform with international Principles of records management	
The EDMS must provide a function that specifies retention schedules, automates reporting and destruction actions, and provides integrated facilities for exporting documents and metadata	
The EDMS must be able to restrict the setting up and changing of retention schedules to the Administrator.	
The EDMS must allow the Administrator to define and store a standard set of customized standard retention schedules.	
The EDMS must be capable of associating a retention schedule with any document, file or class of a classification scheme	
Every document in a file or class must, by default, be governed by the retention schedule(s) associated with that file or class For each file,	
The EDMS must Automatically track retention periods that have been allocated to the file or to the class in which it belongs.	
<input type="checkbox"/> Initiate the disposal process once the end of the retention period is reached.	
If more than one retention schedule is associated with a file or class, the DMS must automatically track all retention periods specified in these retention schedules, and initiate the disposal process once the last of all these retention dates is reached.	
The EDMS must allow documents to be declared as records and be able to do the following using retention dates.	
- Retain indefinitely;	
- Present for review at a future date.	
- Destroy at a future date	

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- Transfer at a future date	
The system should enable users be able to declare a specific version of a document as a record and not the whole document.	
The EDMS must support retention periods of time from one month to one hundred years for requirement.	
The EDMS must enable a retention schedule to be assigned to a file that can take precedence over the retention schedule assigned to a class in which the file is assigned.	
The EDMS should allow the definition of sets of processing rules which can be applied as an alerting facility to specified files and classes, prior to initiation of a disposal process. For example	
- Review of the file and contents by a specific manager or Administrator	
- Notify the Administrator when a file has a given security level.	
The EDMS should be able to notify the Administrator regularly of all retention schedules which will come into force in a specified period of time, and provide quantitative reports on the volumes and types of documents.	
The EDMS should alert the Administrator if an electronic file that is due for destruction is referred to in a link from another file; and must pause the destruction process to allow the following remedial action to be taken:	
Confirmation by the Administrator to proceed with or cancel the process;	
The EDMS must alert the Administrator to files due for disposal before implementing disposal actions; and on confirmation from the Administrator the EDMS must be capable of initiating the disposal actions specified.	
The EDMS should support reporting and analysis tools for the management of retention and retention schedules by the Administrator, including the ability to:	
- list all retention schedules;	
- list all electronic files to which a specified retention schedule is assigned;	



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## LOT 2 – HARDWARE

### SCANNER SPECIFICATIONS

Ability to handle virtually all documents, regardless of shape, size or condition,
Handles all kinds of documents ranging from card stock to onionskin in just about any condition, up to 863 mm (34 in.) long, with speeds up to 75 ppm/150 ipm at 200 dpi
Easily auto-feeds even extremely long documents—up to 6.1 m (20 ft.) and beyond; plus irregularly shaped documents
Give outstanding image quality with an expanded array of the latest Perfect Page image processing features, including photo extraction, trainable electronic color dropout, segmented black-and-white output, improved color accuracy and much more
Easy connectivity and fast image transfer with USB 2.0 interface
Smart touch feature to easily scan to file, e-mail, publishing or other desktop applications with just one click
Five output options: black-and-white, grayscale or color, plus dual stream simultaneous output—color and black-and-white or grayscale and black-and-white
Handles everything from card stock to onionskin and small cards to very long printouts
Scan documents up to 863 mm (34 in.) long
Long document mode scans documents up to 6.1 m (20 ft.) long and beyond
Special document mode allows auto-feed for irregularly shaped documents
Smart touch feature to easily choose the right scanning application to scan documents to e-mail, file, publishing and other desktop applications that support TIFF, JPEG, RTF, PDF and searchable PDF
USB 2.0 interface provides fast image transfer
Post-scan document imprinter to allow imprint tracking information directly on the document as it passes through the scanner
Toggle patch to automatically switch between black-&-white and color scanning “on the fly”
Deliver speeds up to 75 pages per minute/150 images per minute at 200 dpi
Handle up to 15,000 pages per day
Background color smoothing to remove variations in background color for greater color consistency and reduced file size
Improved color accuracy to enhance images with truer, more consistent colors
Automatic color detection outputs images in color, grayscale or black-and-white based on document content
Interactive color output adjustment to compensate for variations in printers, displays and lighting conditions by allowing users to adjust brightness, contrast, and color balance
Automatic orientation to rotate the scanned image correctly for reading based on document content
Trainable electronic color dropout to eliminate up to three irrelevant background form colors, plus “learn” up to three colors to drop out
Segmented black-and-white output to optimize the image quality of both text and photo regions independently, allowing photos to be rendered with more detail and clarity
Photo extraction to automatically locate, extracts & outputs of a photo as a separate image files

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Daily Volume	Up to 15,000 pages per day
Throughput Speeds*	Up to 75 pages per minute/150 images per minute, *(200 dpi, landscape, letter size, black and white/grayscale/color)
Scanning Technology	dual CCD, Grayscale output bit depth is 256 levels (8-bit), Color capture bit depth is 48 bits (16 x 3), Color output bit depth is 24 bits (8 x 3)
Optical resolution	600 dpi; (i1440/A3 “tethered” Flatbed Accessory), 1200 dpi (i1440/A4 “tethered” Flatbed Accessory)
Output resolution	75, 100, 150, 200, 240, 300, 400, 600 and 1200 dpi
Maximum Document Size	297mm x 863mm (11.7in. x 34in.)
Minimum Document Size	64mm x 89mm (2.5in. x 3.5in.)
Paper Feeder	Up to 150 sheets of 60 g/m <sup>2</sup> (16 lb.) paper
Multi-feed Detection	With ultrasonic technology
Connectivity	USB 2.0
Bundled Software Drivers, Capture Desktop Software and Smart Touch	TWAIN, ISIS, SANE and Windows Imaging Architecture
Imaging Features	Perfect Page Scanning; iThresholding; adaptive threshold processing; skew; autocrop; relative cropping; aggressive cropping; electronic color dropout; dual stream scanning; interactive color, brightness and contrast adjustment; automatic orientation, automatic color detection, background color smoothing, segmented black-and-white images, automatic photo cropping, multiple electronic color dropout, trainable electronic color dropout, long document mode, special document mode, toggle patch
File Format Outputs	Single and multi-page TIFF, JPEG, RTF, PDF, searchable PDF
Imprinting	Post-scan document imprinter (Ink cartridge carrier and ink cartridge sold separately)
Accessories	Imaging Guide Wiper Accessory, Flatbed (black background) Accessory with 1.8-meter (6 ft.) cable, A4 Flatbed (white background) Accessory with 1.8-meter (6 ft.) cable
Electrical Requirements	100-240 V (International); 50/60 Hz; universal power supply
Supported Operating Systems	Windows XP SP2 (32-bit ), Windows XP x64 Edition SP2; Windows 2000 Professional SP4, Windows Vista SP1 (32-bit and 64-bit), Windows 2003 Server x64 Edition, Windows 7 (32-bit and 64-bit), LINUX Ubuntu 6.06, Fedora 8, and SUSE 10.1
Consumables Available	Feed module, separation module, feed rollers, roller cleaning pads, Staticide Wipes, image guides, pre-separation pad, inkjet cartridge holder, inkjet cartridges, ink blotters
Environmental Factors	Energy Star qualified scanners, Operating temperature: 15–35° C (59–95° F), Operating humidity: 15 to 76 percent relative humidity
Dimensions	Depth: 29 to 30.5 cm not including input tray and output tray, Width: 54-55 cm, Height: 36-37 cm

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### SECTION V – SCHEDULE OF REQUIREMENTS

5.1 The following shall be the deliverables under the service contract;  
All Bidders to fill this section accordingly

<b>DELIVERABLE</b>	<b>Indicative Timeline from the date of commencement</b>	<b>Action site</b>	<b>Start</b>	<b>End</b>	<b>Notes</b>
	<b>Time in Days Cumulative time in days</b>				
<b>System Analysis &amp; design.</b> The design stage will involve the understanding of Nairobi County document management structuring of system content.	55	On site/off site			
<b>System development.</b> The development stage will revolve around production of the actual system and will involve updating the application & database and developing additional required modules.	15	Off site			
<b>System testing.</b> The testing stage will ensure that the system meets the requirements of Nairobi county document management.	21	On site			
<b>Training.</b> Training will ensure that Nairobi county is able to make full use of the system with minimal reference to consultants.	5	Off site			
<b>System deployment.</b> This is the final stage in the project that will make the system accessible to the Nairobi county users.	5	On site			

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### SECTION VI - PRICE SCHEDULE

S/No.	Description	Price in kshs.	Unit Price of other incidental services payable
1.	<b>software</b> <ul style="list-style-type: none"><li>• Document Management System Server Installation (with all modules) Perpetual.</li><li>• Document management system concurrent user licenses – indexing, retrieval. (Perpetual) &amp; Workflow concurrent licenses.</li><li>• Administrator and User training</li><li>• Bureau service – document preparation, scanning, indexing &amp; re – filling and archiving, System Implementation of the EDMS</li><li>• Implementation of up to 5 Rule based workflows from our business processes</li></ul>		
2.	<b>Hardware</b> Supply of Scanner as specifications		
	Total (t1)		

**Note: Prices should be inclusive of all taxes.**

Signature of tenderer \_\_\_\_\_

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

**SECTION VIII - STANDARD FORMS**

**Notes on the sample Forms**

1. **Form of Tender** - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
3. **Tender Security Form** - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity
4. **Performance Security Form** - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

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## 8.1 **FORM OF TENDER**

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To: \_\_\_\_\_

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ( ..... *(insert equipment description)* in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

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## 8.2 FORM OF TENDER SECURITY

WHEREAS .....(hereinafter called “the Tenderer”)  
has submitted his tender dated ..... for the  
construction of  
.....  
..... (name of Contract)

KNOW ALL PEOPLE by these presents that WE ..... having  
our registered office at .....(hereinafter called “the Bank”), are bound  
unto  
.....(hereinafter called “the Employer”) in the sum of  
Kshs..... for which payment well and truly to be made to the said  
Employer, 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 after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
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 Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

\_\_\_\_\_  
[date]

\_\_\_\_\_  
[signature of the Bank]

\_\_\_\_\_  
[witness]

\_\_\_\_\_

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### 8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

<b>Part 1 – General:</b>				
Business Name .....				
Location of business premises. ....				
Plot No.....		Street/Road .....		
Postal Address .....		Tel No. ....	E mail .....	
Nature of Business .....				
Registration Certificate No. ....				
Maximum value of business which you can handle at any one time – Kshs.....				
Name of your bankers .....		Branch .....		
<b>Part 2 (a) – Sole Proprietor</b>				
Your name in full .....				Age .....
Nationality .....		Country of origin .....		
<ul style="list-style-type: none"> <li>• Citizenship details .....</li> <li>• .....</li> </ul>				
<b>Part 2 (b) Partnership</b>				
Given details of partners as follows:				
Name	Nationality	Citizenship Details	Shares	
1. ....	.....	.....	.....	
2. ....	.....	.....	.....	
3. ....	.....	.....	.....	
4. ....	.....	.....	.....	
<b>Part 2 (c) – Registered Company</b>				
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. ....	.....	.....	.....	
5. ....	.....	.....	.....	
Date .....		Signature of Candidate .....		

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