

# TEACHERS SERVICE COMMISSION



## TENDER DOCUMENT FOR PROCUREMENT OF SERVICES

### MAINTENANCE OF ELECTRIC FENCE AND ALARM SYSTEM OVER THE PERIMETER WALL AT TSC HOUSE TSC/T/09/2018-2019

**RESERVED FOR YOUTH GROUP ONLY**

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

Email: [info@tsc.co.ke](mailto:info@tsc.co.ke)  
Website: <http://www.tsc.go.ke>

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## SECTION I - INVITATION TO TENDER

TENDER REF No: TSC/T/09/2018-2019

### TENDER NAME: **Maintenance of Electric Fence and Alarm System over the Perimeter Wall at TSC House**

- 1.1. The Teachers Service Commission invites sealed bids from eligible tenderers for the **Maintenance of Electric Fence and Alarm System over the Perimeter Wall at TSC House**
- 1.2. Interested eligible candidates may obtain further information from and inspect the tender documents at **Teachers Service Commission House Kilimanjaro Road Upper Hill, 2nd Floor Podium Wing Procurement Office during normal working hours**. Rates quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for 150 days after the date of tender opening. Bidders need only fill the Tender Securing Declaration.
- 1.3. You may obtain further information, inspect and obtain tender documents at the Procurement office, Teachers Service Commission House, 2<sup>nd</sup> Floor, Podium Wing. A complete hard copy tender document may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs. 1,000.00** in cash or bankers cheque payable to **The Secretary, Teachers Service Commission**; and attach a copy of receipt to the Tender Document. Alternatively, the document may be downloaded for free from: [www.tsc.go.ke/](http://www.tsc.go.ke/). Prices quoted should be net inclusive of all taxes must be expressed in Kenya shillings.
- 1.4. Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and tender name and be deposited in the tender box provided at **TSC House, 3<sup>rd</sup> Floor Podium wing**, or be addressed and posted to **The Secretary, Teachers Service Commission, Private Bag - 00100, Nairobi** to be received on or before **16<sup>th</sup> October 2018 at 11.00 am**.
- 1.5. Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at **Teachers Service Commission House, 3<sup>rd</sup> Floor Podium**.

**COMMISSION SECRETARY**

## 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 invitation to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The TSC employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 55 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 TSC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

- 2.2.1 TheTenderer shall bear all costs associated with the preparation and submission of its tender, and TSC, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=
- 2.2.3 TSC 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 2.5 of these instructions to tenders
  - i) Invitation to Tender
  - ii) Instructions to tenderers
  - iii) General Conditions of Contract
  - iv) Special Conditions of Contract
  - v) Schedule of Requirements
  - vi) Details of service
  - vii) Form of tender

- viii) Price schedules
- ix) Contract form
- x) Confidential business questionnaire form
- xi) Tender securing Declaration form
- xii) Performance security form
- xiii) Declaration forms

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 Tender Documents**

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

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

## **2.5 Amendment of Tender Documents**

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

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, 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, TSC, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tender**

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

## **2.7 Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 8, 9 and 10 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. Reserved Groups need only fill the Tender Securing Form.
- (d) Confidential business questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

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

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

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

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

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

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to 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 TSC's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security (Ignore for Reserved Groups)**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to 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 TSC against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

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

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

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

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the TSC.



2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by TSC 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 2.26  
**or**
  - ii) to furnish performance security in accordance with paragraph 2.27.
- (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 150 days or as specified in the invitation to tender after the date of tender opening prescribed by the TSC, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

## **2.14 Format and Signing of Tender**

2.14.1 The tenderer shall prepare **two copies** of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

## 2.15 Sealing and Marking of Tenders

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

2.15.2 The inner and outer envelopes shall:

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

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

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 TSC will assume no responsibility for the tender’s misplacement or premature opening.

2.15.5 Instructions on Submission of Bids

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

**Technical:** Comprising of the following documents

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

**Financial:** Comprising of:

- Price Schedules

(ii) Sealing and Marking of Bids:

- The inner envelopes should be clearly marked as follows:

ORIGINAL TECHNICAL ...

COPY TECHNICAL

ORIGINAL FINANCIAL .....

COPY FINANCIAL

- The envelopes shall then be sealed in an outer envelope

- The inner and outer envelopes should be addressed to:
- The Secretary  
Teachers Service Commission  
P.O. Box Private Bag - 00100  
Nairobi.**

## **2.16 Deadline for Submission of Tenders**

- 2.16.1 Tenders must be received by TSC at the address specified under paragraph 2.15.2 no later than **16<sup>th</sup> October, 2018 at 11.00am.**
- 2.16.2 TSC may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of TSC and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by TSC as provided for in the appendix.

## **2.17 Modification and Withdrawal of Tenders**

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by TSC prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 TSC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 TSC shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

2.18.1 The TSC will open all tenders in the presence of tenderers' representatives who choose to attend, on **16<sup>th</sup> October, 2018 at 11.00am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 TSC will prepare minutes of the tender opening.

## **2.19 Clarification of Tenders**

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

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

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

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, the TSC will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The TSC'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 TSC and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.21 Conversion to a Single Currency**

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

## **2.22 Evaluation and Comparison of Tenders.**

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

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

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

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Condition of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

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

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

### **(b) *Deviation in Payment Schedule.***

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

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

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

## **2.24 Award of Contract**

### **a) Post qualification**

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

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

evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the TSC deems necessary and appropriate.

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

#### **b) Award Criteria**

2.24.4 Subject to paragraph 2.24.1 the TSC 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.

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

2.24.6 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 TSC will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 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.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, the TSC will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

#### **2.26 Signing of Contract**

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

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

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

## **2.27 Performance Security (Ignore for Reserved Groups)**

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.24 or paragraph 2.25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the TSC may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

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

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

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

## **APPENDIX TO INSTRUCTIONS TO TENDERERS (ITT)**

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.



ITT	Particulars of Appendix To Instructions To Tenderers
2.2.2	Fee for manual tender documents shall be Kshs. 1,000.00. Bidders may download the document for free from <a href="http://www.tsc.go.ke">www.tsc.go.ke</a>
2.8	The Form of Tender must be duly filled and signed
2.10	Quotations must be in Kenya Shillings only
2.12	Tender security required is 2% of the contract price in form of bankers cheque or bank guarantee from a reputable bank or insurance firm approved by PPRA.Reserved group only need fill a Tender Securing Declaration form.
2.13.2	Tenders shall remain valid for a period of 150 days from the date of opening
2.14.1	Bidders shall provide 1 Original copy of the tender document clearly marked original and 1 other copy marked copy all placed in one envelope and tender title, number and closing date clearly written on top of the envelope.
2.16	<b>Deadline for Submission of Tenders is 16<sup>th</sup> October, 2018 at 11.00am</b>

## EVALUATION CRITERIA

### 1. PRELIMINARY REQUIREMENTS (MANDATORY)

S/NO	REQUIREMENTS	YES/NO
MR 1	Copy of valid Certificate of Registration/Incorporation	
MR 2	Copy of valid Tax Pin Certificate	
MR 3	Copy of valid Tax Compliance Certificate	
MR 4	Make a compulsory site visit and provide a Site Visit certificate duly signed and stamped by both TSC representative and the bidders representative (This is useful for the bidder to understand the full scope of works)	
MR 5	Must have valid Contractor's Annual Practicing License as a Electrical Works Contractor from National Construction Authority (NCA 7 and above)	
MR 6	Must provide valid certificate of registration from National Construction Authority in Electrical Works Contractor (NCA 7 and above)	
MR 7	Dully filled, Signed and Stamped Confidential Business Questionnaire and	
MR 8	Dully filled, signed and Stamped Form of Tender	
MR 9	Must Fill the Price Schedule in the format provided	
MR 10	Dully filled, signed and stamped Integrity Declaration form	
MR 11	Dully filled, signed and stamped Non-Debarment Statement	
MR 12	Must provide a CR12 form	
MR 13	Must provide dully filled and stamped tender Securing Declaration form.	

MR 14	Valid Copy of Certificate of registration from YAGPO (Youth)	
MR 15	The Bidder MUST be registered with ERC and have a valid License	
MR 16	Must demonstrate physical location/address of the office e.g. Business permit, Lease agreement, Title	

**Only bidders who pass ALL the mandatory requirements will proceed to the technical evaluation.**

## **2. TECHNICAL EVALUATION CRITERIA**

<b>FEATURE</b>	<b>MINIMUM REQUIREMENTS</b>	<b>SCORE (100 Marks)</b>
<b>Firm's profile and Experience</b>	a) Number of years the firm has been incorporated in similar business. Each year at 5 mark, maximum 15 marks	15 Marks
	b) Documentary evidence of similar running contracts/POs undertaken in the last three (3) years. Each @ 5 marks. Max 15 marks	15 Marks
<b>Qualification of Technical Staff</b>	a) Provide CVs & copies of Certificates of at least 3 technical staff: <ul style="list-style-type: none"> <li>- Copies of relevant certificates 3 marks plus CVs (3 marks each, Total 15 marks)</li> <li>- Years of experience in similar assignments (Each Year of Experience at 2 mark. Max for each staff 5 marks Total 10 marks).</li> </ul>	25 Marks
<b>Supervisory Personnel</b>	Provide proof of one lead Project Manager who will be in charge and shall be responsible for the whole schedule. Provide a CV and copies of Certificates of lead engineer with at least 3 years post qualification experience <ul style="list-style-type: none"> <li>- With a BSc. Degree in relevant field - 5 marks.</li> <li>- Each Year of Experience at 1 mark. Total: 5 marks</li> </ul>	10 Marks
<b>Financial stability</b>	Firm's Audited accounts for the last three (3) years (2015, 2016 and 2017) 5 marks each	15 Marks
	Financial Stability (Liquidity) <ul style="list-style-type: none"> <li>a) Profitability Margin                A margin above 30% will score 5 marks;                10-29 % - 3 marks;                1-9% - 1 mark and                below 1% - 0 marks</li> </ul>	10 Marks

<b>FEATURE</b>	<b>MINIMUM REQUIREMENTS</b>	<b>SCORE (100 Marks)</b>
	b) Liquidity Ratio 2:1 – 3 marks; 1:1 – 2 marks; 0.5:1- 1 mark less than 0.5:1 -0 marks	6 Marks
	Organization chart	4 Marks
<b>TOTAL</b>		<b>100</b>

**Only bidders who score 75 marks and above will be subjected to Financial Evaluation. Those who score below 75 marks will be eliminated at this stage from the entire evaluation process and will not be considered further.**

### **3. FINANCIAL EVALUATION**

**THE BIDDER WITH THE LOWEST FINANCIAL QUOTE WILL BE AWARDED THE CONTRACT.**

**NOTES:**

Payment for Maintenance is quarterly

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

**Award Criteria:** THE BIDDER WITH THE LOWEST FINANCIAL QUOTE WILL BE AWARDED THE CONTRACT.

**POST QUALIFICATION/ CONFIRMATION OF QUALIFICATIONS**

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

**Other Conditions:**

- i. TSC shall not pay any interest on overdue payments.

**SECTION III - GENERAL CONDITIONS OF CONTRACT**

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

### **3.2 Application**

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

### **3.3 Standards**

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

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

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

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

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

### **3.5 Patent Right's**

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

### **3.6 Performance Security (Ignore for reserved groups)**

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

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

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

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

3.6.4 The performance security will be discharged by 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 TSC 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 TSC may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to TSC.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Payment**

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

### **3.9 Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the TSC'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.

### **3.11 Termination for Default**

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

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

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

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

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

### **3.14 Resolution of Disputes**

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

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

### **3.15 Governing Language**

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

### **3.16 Force Majeure**



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

### **3.17 Applicable Law**

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

### **3.18 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by 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

- 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.

<b>GCC Ref.</b>	<b>Special conditions of contract</b>
3.6	A performance security of 10% of the contract in the form a banker's cheque or guarantee will be required from the winning bidder. <b>(Ignore for Reserved Groups)</b>
3.8	Payment shall be made on a bi-annual basis and payment process shall commence upon submission of invoice and relevant documents
3.9	Prices shall be maintained for a period of at least one year
3.14	In case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.
3.17	The applicable law shall be Kenyan law
3.18	Teachers Service Commission Upper Hill, Kilimanjaro Road, Private Bag-00100, Nairobi

## **SCOPE OF WORK**

The contract will be in two folds

1. Routine maintenance – **monthly maintenance**
2. General maintenance – **half yearly.**

### **1. ROUTINE MAINTENANCE WILL INVOLVE;**

Routine maintenance of every month and which coincides with the sixth month's general maintenance.

1. Clearing of the over grown vegetation surrounding the electric fence
2. Tensioning of the electric conductors and replacement of the worn out ones.
3. Check – of the entire performance of the electric fence and advice on any necessary improvements.
4. Welding and firming up loose posts where necessary
5. Welding and repainting of the bracket supportive posts where necessary- this will be done upon award and thereafter shall revert to Major Maintenance
6. Ensure the Alarm signal linked via the controller is **activate and audible**

### **2. MAJOR MAINTENANCE/ SERVICE WILL INVOLVE:**

Major maintenance will be done on every sixth month's and this will include:-.

1. Welding and repainting of the bracket supportive posts where necessary.
2. Check and replacement of the consumable from the back-up system i.e. battery and surge protection system.
3. Check – up power on the power battery performance and maintenance.
4. Verification of the earthing system, effectiveness of the general fence and confirming the energizer system performance.
5. Changing of the electric fence energizing unit if faulty.

## **EMERGENCY CALLS**

The cost of such call outs, troubleshooting and repair work shall be inclusive in the total price quoted for the whole contract. However, in the event that any part is to be replaced as a result of such repairs, these shall be sourced by the client (TSC) separately.

# TEACHERS SERVICE COMMISSION



## SITE VISIT FORM

Name of the Bidder.....

AREA	DETAILS	PLEASE TICK (√) IF VISITED

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

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

Official Stamp

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

Official Stamp

## **SECTION VI - 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 2.8 and 2.9 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 2.12
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

## **SECTION VI - STANDARD FORMS**

1. Form of Tender
2. Price Schedules
3. Contract Form
4. Letter of Notification of Award
5. Confidential Questionnaire Form
6. Tender Securing Declaration Form
7. Performance Security Form
8. Bank Guarantee for Advance Payment
9. Integrity Declaration Form
10. Non Debarment Statement
11. Form RB1

**FORM OF TENDER**

Date\_\_\_\_\_

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

To:

Teachers Service Commission

P.O Box Private Bag -00100

Nairobi

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda numbers..... *[insert numbers]*, of which is hereby duly acknowledged, we, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by Teachers Service Commission
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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



**PRICE SCHEDULE FOR MAINTENANCE OF ELECTRIC FENCE AND ALARM SYSTEM OVER THE PERIMETER WALL AT TSC HOUSE**

**Name of Tender: Maintenance of Electric Fence and Alarm System over the Perimeter Wall at TSC House**

**Tender Number: TSC/T/09/2018-2019**

S/No.	Item Description	Price In Kshs (quarterly) - VAT Incl	Total Price In Kshs (Per Annum) – VAT Incl	Remarks
1.	Maintenance of Electric Fence and Alarm System over the Perimeter Wall at TSC House			

**N/B**

1. Annual Total Price quoted should be inclusive of all taxes.
2. Payment shall be made quarterly during the contract period. (i.e after providing services).

Name of Tenderer \_\_\_\_\_

Signature \_\_\_\_\_

Stamp of tenderer

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

## STANDARD FORM OF CONTRACT

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.

3. Payment

A. Ceiling

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

B. Schedule of Payments

The schedule of payments is specified below:

The Contractor will be paid 40% of the fee on the commencement date against the submission of a Bank guarantee of the same amount, or upon installation, testing and acceptance of the system ; and 10% - 6 months after full implementation and satisfaction with the system.

Kshs \_\_\_\_\_ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Bidder of invoices in duplicate to the Coordinator designated in Clause 4 herebelow.

4. Project Administration

A. Coordinator.

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

5. Performance Standards

The Bidder undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Bidder shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Bidder shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by the Bidder for the Client under the Contract shall belong to and remain the property of the Client. The Bidder may retain a copy of such documents and software.

8. Bidder Not to be Engaged in certain Activities

The Bidder agrees that during the term of this Contract and after its termination the Bidder and any entity affiliated with the Bidder shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

- |   |  |
|---|--|
| 9. Insurance                            | The Bidder will be responsible for taking out any appropriate insurance coverage.  |
| 10. Assignment                          | The Bidder shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.  |
| 11. Law Governing Contract and Language | The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.  |
| 12. Dispute Resolution                  | Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party. |

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.

FOR THE CLIENT

FOR THE CONTRACTOR

Full name; \_\_\_\_\_

Full name;\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature;\_\_\_\_\_

Signature;\_\_\_\_\_

Date;\_\_\_\_\_

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

**I. CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

**Part 1 General**

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

**Part 2 (a) – Sole Proprietor**

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

**Part 2 (b) – Partnership**

Given details of partners as follows

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

**Part 2 (c) – Registered Company**

Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

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

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

**TENDER SECURITY**

Whereas ..... [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated ..... [*Date of submission of tender*] for the ..... [*Name and/or description of the tender*] (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE ..... of ..... [*Name of Insurance Company*] having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto ..... [*Name of Procuring Entity*](hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_ day of \_\_\_\_\_ 20 \_\_.

THE CONDITIONS of this obligation are:

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

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

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

\_\_\_\_\_  
[Date ]

\_\_\_\_\_  
[Signature of the Guarantor]

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Seal]

Date: *[insert **date** (as day, month and year)]*

Tender No.: *[insert **number of Tender**]*

To: *[insert **complete name of Procuring Entity**]*

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time of *5 years* starting on *1st April 2016* if we are in breach of our obligation(s) under the Tender conditions, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender;  
or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity,
  - (i). Fail or refuse to execute the Contract, if required, or
  - (ii). Fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

- 1) Our receipt of your notification to us of the name of the successful Tenderer; or
- 2) Thirty days after the expiration of our Tender.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert **complete name of person signing the Tender Securing Declaration**]*

Duly authorized to sign the Tender for and on behalf of: *[insert **complete name of Tenderer**]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert **date of signing**]*

Corporate Seal (where appropriate)



**PERFORMANCE SECURITY FORM**

To: .....

[name of the Procuring entity]

WHEREAS.....[name of tenderer](hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_[reference number of the contract] dated \_\_\_\_\_20\_\_\_\_\_to

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

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of 20\_\_\_\_\_

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

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

(Amend accordingly if provided by Insurance Company)

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....  
[Name of tender].....

Gentlemen and/or Ladies:

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

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

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

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

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

Yours truly,  
Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

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

**INTEGRITY DECLARATION**

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

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

Tender name: .....

Tender No. ....

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

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

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

Name and Title of Signatory.....

**NON-DEBARMENT STATEMENT**

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

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

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

**Name and Title of Signatory**.....

**REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED .....(Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary