

TEACHERS SERVICE COMMISSION



**COMPREHENSIVE MAINTENANCE AND SERVICING OF TSC HEADQUARTERS
CCTV SYSTEM- 2 YEAR FRAMEWORK CONTRACT**

TSC/T/01/2018-2020

RESERVED (YOUTH)

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

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SECTION I – INVITATION TO TENDER

**Tender Ref No: Comprehensive Maintenance and Repair of TSC Headquarters CCTV – 2 YEAR
Framework contract**

Tender name: TSC/T/01/2018-2019

- 1.1 The Teachers Service Commission invites sealed tenders from eligible candidates for the Comprehensive Maintenance and Servicing of TSC Headquarters CCTV – 2 Year framework contract.
- 1.2 Interested eligible candidates may obtain further information and inspect the tender documents at Teachers Service Commission House Kilimanjaro Road Upper Hill, 2nd Floor Podium Wing 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. Tenders must be accompanied by a Tender Security of 2% of the tender sum as indicated in the Form of Tender in form of a guarantee from a reputable bank or from an insurance company approved by PPRA (formerly PPOA), payable to the Commission Secretary, Teachers Service Commission. Disadvantaged groups 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, 2nd Floor, Podium Wing. A complete hard copy tender document may be obtained by interested candidates upon payment of a non- refundable fee of **Kshs.1,000.00** in cash or bankers cheque payable to **The Secretary, Teachers Service Commission**; and attach a copy of receipt to the Tender Document. Alternatively, the document may be downloaded for free from www.tsc.go.ke. **Prices quoted should be inclusive of all taxes and must be expressed in Kenya shillings.**
- 1.4 Completed tender documents must be enclosed in plain sealed envelopes, marked with the tender number and tender name and be deposited in the tender box provided at the **TSC House, Podium wing, Main Reception Ground floor**, or be addressed and posted to **The Secretary, Teachers Service Commission, Private Bag - 00100, Nairobi** to be received on or before **16TH OCTOBER 2018 at 11.00am.**
A mandatory site visit (for HQs) shall be held in the TSC Headquarters before 16TH OCTOBER 2018.
- 1.5 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at **Teachers Service Commission House, 3rd Floor Podium.**

COMMISSION SECRETARY/CHIEF EXECUTIVE

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The TSC employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by 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 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and TSC, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 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 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender securing Declaration form
 - xi) Performance security form
 - xii) 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 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 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 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by TSC within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the TSC's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security (IGNORE)

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 The tender security is required to protect the 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 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30
 - or**
 - (ii) to furnish performance security in accordance with paragraph 31.
 - (c) If the tenderer rejects correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the TSC, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2 In exceptional circumstances, the 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 un amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

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

The inner and outer envelopes shall:

(a) be addressed to the 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 16TH OCTOBER 2018 at 11.00am.**

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 Security
- 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 **16TH 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 no 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 **16TH 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 which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders 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 23, 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 nonconformity.

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 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 2.1.2, 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

2.24.3 Subject to paragraph 2.29 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.

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

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

2.25 Notification of award

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

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

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, 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

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 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the 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

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.2.2	Fee for manual tender documents shall be Kshs.1,000.00, Bidders may download the Tender document from the TSC Website for free
2.8	The Form of Tender must be duly filled and signed
2.10	Quotations must be in Kenya Shillings only
2.12	Bidders must provide a tender security of 2% of tender sum from a reputable Bank or insurance firm approved by PPRA (NOT APPLICABLE)
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	Deadline for Submission of Tenders is 16th October, 2018 at 11.00 am

EVALUATION CRITERIA

1. PRELIMINARY REQUIREMENTS (MANDATORY)

NO	REQUIREMENTS	Responsive(v) or Non-responsive(x)
MR1.	Copy of valid Certificate of Registration/Incorporation	
MR2.	Copy of valid Tax Compliance Certificate	
MR3	Must submit a certified copy of valid Business Permit	
MR4	Must submit a certified copy of valid VAT Certificate	
MR5	Must submit a copy of certificate from NCA 3 rd schedule (C)	
MR 6	Must submit a valid copy of CAK certificate	
MR 7	Must submit Site visit certificate duly signed and stamped by both TSC ICT directorate representative and the bidders representative (This is useful for the bidder to understand the full scope of works)	
MR 8	The firm MUST have physical address and administrative office. (Attach Copy of lease agreement from Landlord or lease title)	
MR 9	The bidder must demonstrate by proof of having an established & reliable technical service and support Centre. Provide CVs and copies of certificates in relevant field of technical staff. (Documentary Proof MUST be attached)	
MR 10	The bidder MUST be certified or accredited to work on ACTi IPCCTV Solution. (Please provide proof in the form of a certificate issued in the name of the company or resources allocated to this project)	

MR 11	Manufacturer's Authorization Letters for the Particular Product	
MR 12	Must submit a dully filled and signed Tender securing declaration form	
MR 13	Must attach CR 12	
MR 14	Dully filled, Signed and Stamped Confidential Business Questionnaire	
MR 15	Dully filled, signed and Stamped Form of Tender	
MR 16	Firm's Audited accounts for the last three (3) years (2017, 2016, and 2015)	
MR 17	Must Fill the Price Schedule in the format provided	
MR 18	Must fill the Non-corruption Pledge in the format provided	
MR 19	Dully filled, signed and stamped Non-Debarment Statement	
MR 20	All statutory documents provided MUST be certified by a commissioner of oaths	

Note: At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

2. TECHNICAL EVALUATION CRITERIA

FEATURE	MINIMUM REQUIREMENTS	SCORE (100 Marks)
Dealership Certificate	a) Certificate of dealership or Authorization for Automated Security systems; (attach ACTi Partnership)	8 marks
	b) Certificate of Membership to an association of Computer Professionals (attach evidence)	2 marks
	c) Dealership with other leading Security system Brands like IDTECK, Suprema, Samsung, Panasonic, Honeywell, Axis, Anviz, Nitgen, iCantek, Bosch, etc@ 1mark (attach evidence) (Due diligence will be conducted)	2 marks
Warranty policy	Highlight Warranty in terms of Duration, Coverage, initialization dates, exclusions, disclaimer and limitations.	4 marks
Qualified Key Personnel's	Provide Proof of three (3) Technicians with ACTi Certified Personnel's Certificates.@ 6 marks (Please provide proof in the form of a certificate issued in the name of the company)	18 marks
Supervisory Personnel (Health & Safety)	Provide proof of one lead Project Manager who will be in charge and shall be responsible for the whole schedule (the Lead Personnel must possess a minimum of at least Diploma in the field of information Security management) (Attach documentary evidence)	5 marks
Deployed Staff	a) Provide CVs & Certificates of at least 5 technical staff with at least 3 years' experience in similar assignment. Each Year of Experience@ 1mark. Total for 5 marks	5 marks

	<p>b) Provide a CV and Certificates of one engineer (or equivalent) with at least 3 years post qualification experience: a. BSc. (Science) degree or Masters in relevant ICT field: 3 marks.</p> <p>Each Year of Experience@ 1mark. Total: 3marks</p>	<p>3 Marks</p> <p>3 Marks</p>																
Evidence of Similar Projects	<p>The bidder MUST demonstrate relevant experience in installation and maintenance of CCTV Surveillance Systems. Provide proof of similar works done in the last 5years (Attach documentary evidence)</p>	10 marks																
Referees and references	<p>The bidder must provide 3 reference letters from Corporate clients where the bidder has supplied, installed and maintained CCTV Surveillance Systems. (The reference letters must be on the clients' letter heads and duly signed. The reference letters must in detail describing the services offered)</p>	9 marks																
Sufficient public liability Insurance	<p>The bidder must be registered with the Work Injury Benefit Act, 2007, under Work Injury Benefit Insurance Policy. A Valid copy of good standing issued by an Accredited Policy Insurer must be submitted. (Contractor's Insurance)</p>	5 marks																
Profile	<p>Organizational profile and Organizational Chart showing titles / roles of different persons to be involved in this project</p>	4 marks																
Financial capability	<p>a) Audited accounts by reputable auditing firm for 3 years (2015,2016,2017) 3x2 marks</p> <p>b) Liquidity ratio of 1.5 - 2</p>	<p>6 marks</p> <p>4 marks</p>																
Logbook (Repair Equipment Report)	<p>The contractor's engineers on completing a service call will complete the Repair Equipment Report (RER) book at the site, clearly indicating the call completion date and time, the particulars of the fault and the repair. This RER must be countersigned and stamped by the Commission's contact person at the site indicating his acceptance that the CCTV systems component has been replaced or repaired and is in full working condition. (Please state your attendance based on the SLA schedule below);</p> <table border="1" data-bbox="300 1491 1112 1896"> <thead> <tr> <th>Level</th> <th>Situation</th> <th>Response Time</th> <th>Average Fix Time</th> </tr> </thead> <tbody> <tr> <td>i</td> <td>Minor faults</td> <td></td> <td></td> </tr> <tr> <td>ii</td> <td>Medium faults(faults that may require replacement of parts)</td> <td></td> <td></td> </tr> <tr> <td>iii</td> <td>Major faults and replacement</td> <td></td> <td></td> </tr> </tbody> </table>	Level	Situation	Response Time	Average Fix Time	i	Minor faults			ii	Medium faults(faults that may require replacement of parts)			iii	Major faults and replacement			6 marks
Level	Situation	Response Time	Average Fix Time															
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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%; text-align: center;">s/provision of Standby equipment</td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>		s/provision of Standby equipment															
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<p>Schedule of Maintenance Routines</p>	<p>The Contractor shall be responsible for all of the maintenance necessary to ensure that the complete CCTV system (including repair of faulty equipment such as NVR and cameras) as specified in this Maintenance Agreement achieves a constant high quality operation. The Contractor is required here to state clearly how they will carry out ALL maintenance activities to be conducted in accordance with the equipment manufacturer’s guidelines, recommendations, and good working practices. (kindly use table format below);</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Item</th> <th style="width: 45%;">Description</th> <th style="width: 15%;">Service activity</th> <th style="width: 25%;">Frequency</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Item	Description	Service activity	Frequency													6 marks
Item	Description	Service activity	Frequency															
	TOTAL	100																
	<p>Only bidders who score 80 marks and above will be subjected to financial evaluation. Those who score below 80 marks will be eliminated at this stage from the entire evaluation process and will not be considered further.</p> <p>3. <u>FINANCIAL SCORE (F.S.)</u> Formula for Determining the Financial Score: The Lowest Financial evaluated Bid amongst the bidders with score of 80 points and above is to be recommended for award subject to clause(4) below</p> <p>4. <u>DUE DILIGENCE(DD)</u> The tender evaluation committee shall carry out due diligence on the bidders attributes before making the final recommendation for award The evaluation criteria will encompass the four (4) steps outline above.</p>																	

FINANCIAL EVALUATION

The financial proposal will be evaluated against the following criteria/ financial costing structure: *See Price Schedule / Summary of Implementation of Costs*

NOTES: Even if used for Tender Price Submission, payment for Annual and the 2 YEAR Maintenance Framework Contract and support will be Quarterly

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

2.9 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.
- ii. A Performance Security of two (2) percent of the total costs shall be provided by the winning bidder

SECTION III GENERAL CONDITIONS OF CONTRACT

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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

3.5 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

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 of insolvency

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

3.13 Termination for convenience

3.13.1 The 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.

General conditions of contract reference	Special conditions of contract
3.6	A performance security of 5% of the contract in the form a banker's cheque or guarantee will be required from the winning bidder.
3.8	Payment shall be made on a Quarterly basis and payment process shall commence upon submission of invoice and relevant documents
3.9	Prices shall be maintained for a period of at least one year
23.14	In case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.
3.17	The applicable law shall be Kenyan law
3.18	Teachers Service Commission Upper Hill, Kilimanjaro Road, Private Bag-00100, Nairobi

SECTION V 1. PERIODICAL MAINTENANCE:**Camera & Housing:**

- i. Camera / lens focus and auto iris adjusted properly.
- ii. Camera field of view is adjusted to customer's requirements.
- iii. Camera / housing viewing window is clean, inside and out.
- iv. Camera lens is dust free.
- v. Interior of camera enclosure is clean and dry.
- vi. Check operation of pan tilt, and zoom focus.
- vii. Use controller in control room to check all these operations.

Wire & Cable:

- a) Check wiring and cable harnesses for wear and fray.
- b) Check to make sure cable is dressed properly.
- c) Check connectors and cable entry points for loose wiring.
- d) Coaxial cable is transmitting an adequate video signal to control room. Signal should be free of distortion, tearing, hum-bars, EMI, and rolling, etc.
- e) Make sure all coaxial connectors are insulated from conduit and pull boxes.

Control Equipment:

- i. Monitors are free from picture burn-in, and distortion.
- ii. Monitors have proper contrast and brightness.
- iii. NVR's are functioning properly and provided distortion free recording.
- iv. NVR's should be sent out or scheduled for professional cleaning, systems updates and belt changes. This should occur on a regular basis (at least every 12 months).
- v. Check that all control equipment is operational. This means that switchers allow proper sequencing, Video servers are properly encoding and decoding, and web smart PoE switches are fully operational.
- vi. Clean all monitor screens, control panels, and keyboards with a diluted cleaning solution.
- vii. Check all connectors on the back panels for loose connections.
- viii. Check all power connections to insure AC plugs are not loose or power cables frayed.

2. SCOPE OF WORKS/SERVICE MAINTENANCE

The contractor of the service shall provide the following scope of works/services;

1. Maintain the CCTV system to its optimum performance level.
2. Work with Commission ICT directorate and security services to determine and implement separation of CCTV network infrastructure (**VLAN**) from the main local area network.
3. Work with the Commission ICT directorate and security services to enable a swap/interchange/relocation of high resolution cameras with low resolution series in areas identified by the Commission considered to be more sensitive and as per attached schedule.
4. Develop the best image/ video quality both for live and recording resolution.
5. Liaise with the Commission security services to ensure installed cameras maximize areas of coverage, adjustments and focal lengths.
6. Liaise with Commission security services to identify faulty cameras for replacement with new model adaptive with video analytical technology.
7. Advice, recommend and implement appropriate mode of archiving recorded footages periodically to ensure the system runs without any impediment together with technical recommendations on upgrades, updates etc.
8. Render technical advice through reports on the state of installed devices and equipment.

9. Support the Commission in remote monitoring of CCTV system.

10. Integrate and configure all the cameras into the control room whenever new cameras/devices are installed by the Commission.

Note: The engineers/ Technicians deployed shall be responsible for preventive maintenance, repair and replacement of parts of the CCTV system; Quarterly report on this shall be produced as proof of work done, failing of which appropriate penalty by way of fine would be imposed.

METHODOLOGY OF MAINTENANCE

3. SCHEDULE OF ROUTINE MAINTENANCE AND WORKS TO BE CARRIED OUT

This schedule has been prepared to indicate the minimum requirement for the preventative maintenance of the CCTV system. The Contractor shall be responsible for all of the maintenance necessary to ensure that the complete CCTV system as specified in this Maintenance and Servicing Agreement achieves a constant high quality operation.

The schedule indicates the maintenance tasks required but does not state how they will be carried out. All maintenance activities will be completed in accordance with the equipment manufacturer's guidelines, recommendations and good working practices.

The works will include network separation and installation of devices/equipment where and when necessary.

S/no	Description	Item	Frequency
1.	Camera External Housing	Visual inspect, check weatherproof gasket for seal, rectify where necessary.	6m
2.	Camera External 6M Housing	Check internal of housing for moisture, rectify where necessary.	6m
3.	Camera External Housing	Check external joints, glands, make off and re-seal where necessary.	6m
4.	Camera External Housing	Check operation of wash/wipe. Fill washer bottles. Replace wiper blades where necessary.	m
5.	Camera External Housing	Clean housing glass. Replace where necessary.	6m
6.	Camera External Housing	Check operation of heater. Replace where necessary.	6m
7.	Pan Tilt Mechanism	Check operation of pan tilt mechanism. Reset limits where necessary.	6m
8.	Pan Tilt Mechanism	Check gearbox, bearing, etc. adjust or replace where necessary.	6m
9.	Pan Tilt Mechanism	Check pan tilt controller for ingress of moisture. Replace seal where necessary.	6m
10.	Pan Tilt Mechanism	Check pan tilt operation. Re-set to Manufacture's specification. Replace, electronics where necessary.	6m
11.	Camera Bracket	Check bracket mounts/poles for corrosion or mounts/poles failure and damage to paint. Rub down, repaint or replace where necessary. Check operation of access door locks, lubricate as necessary. Check securing of fixings and fastening, tighten/adjust as necessary.	6m
12.	Cables	Check all cables for damage, continuity, etc. Replace where necessary.	6m
13.	Connections	Check all connections, plugs for damage, continuity, moisture ingress. Replace where necessary.	6m
14.	Cameras	Remove optical lens. Inspect for moisture, seal failure. Rectify or replace where necessary	6m

15.	Cameras	Clean optical lens with proprietary soft lens cloth and refit.	6m
16.	Cameras	Check operation of iris and zoom. Adjust where necessary.	6m
17.	Cameras	Check RJ45 connections. Remake or replace where necessary.	6m
18.	Cameras	Re-set camera to manufacturer's specification.	6m
19.	Cameras	Measure and record camera's performance. Provide hard copy of waveform trace.	6m
20.	Internal Camera Housing	Carry out operations C1-C6 where appropriate.	6m
21.	Cables	Check all cables for damage, continuity, etc. Replace where necessary.	6m
22.	Connections	Check all connections, plugs for damage, continuity, moisture, ingress. Replace where necessary.	6m
23.	Cameras	Carry out operations C 14- C 19	6m
24.	Telemetry Unit	Check all functions operate correctly. Rectify where necessary.	6m
25.	Telemetry Unit	Check telemetry within manufacturer's Specification. Recalibrate where necessary.	6m
26.	Telemetry Unit	Check data stream	6m
27.	Telemetry Unit	Check video loop though.	6m
28.	Telemetry Unit	Check button operation. Rectify where necessary.	6m
29.	Telemetry Unit	Check RJ45 or other connections. Remake or replace where necessary	6m
30.	Video Matrix/ Switcher Units	Check RJ45 connections at remote switch box. Remake or replace.	6m
31.	Video Matrix/ Switcher Units	Check alarm connections at remote switcher box. Remake or replace.	6m
32.	Video Matrix/ Switcher Units	Check all RJ45 connections at desk top switcher control units. Remake or replace where necessary.	6m
33.	Video Matrix/ Switcher Units	Check all functions operate correctly. Rectify where necessary.	6m
34.	Video Matrix/ Switcher Units	Check switcher within manufacture's specification. Recalibrate where necessary.	6m
35.	Video Matrix/ Switcher Units	Check button operation. Rectify where necessary.	6m
36.	Monitors	Check video signal for level. Adjust where necessary.	6m
37.	Monitors	Inspect display tube. Replace where necessary.	6m
38.	Monitors	Check RJ45 connections. Remake or replace where necessary.	6m
39.	Monitors	Check condition of cables. Replace where necessary.	6m
40.	Monitors	Return monitors to manufacture's specification.	6m
41.	NVR	Carry out manufacture's 4000 hour or equivalent service including all replacement parts.	3m
42.	NVR	Carry out manufacture's 8000 hour or equivalent service including all replacement parts.	6m
43.	NVR	Reset video to manufacture's specification, checking all tolerances.	6m
44.	NVR	Check all control functions.	6m
45.	NVR	Check all RJ45 connections. Remake or replace where necessary.	6m
46.	NVR	Check all cables for damage. Replace where necessary.	6m
47.	NVR	Check NVR match to multiplexer. Set head switch to suit multiplexer operation.	6m
48.	Multiplexer	Check all control functions.	6m

49.	Multiplexer	Check compatibility between multiplexer and NVR in both switch setting and EPROM software.	6m
50.	Multiplexer	Check and adjust NVR tracking to suit multiplexer both record and playback.	6m
51.	Multiplexer	Reset to manufacture`s specification.	6m
52.	Multiplexer	Check video loop through.	6m
53.	Multiplexer	Check all RJ45 connections. Remake or replace where necessary.	6m
54.	Multiplexer	Check all cables for damage. Replace where necessary.	6m
55.	Video Printer	Check all control functions.	6m
56.	Video Printer	Carry out manufacture`s recommended service including all replacement parts.	6m
57.	Video Printer	Check all RJ45 connections. Remake and replace where necessary	6m
58.	Video Printer	Check all cables for damage. Replace where necessary.	6m
59.	Control System and Software	Clean filters to PC fans	6m
60.	Control System and Software	Clean PC	6m
61.	Control System and Software	Clean matrix	6m
62.	Control System and Software	Clean hard disks.	6m
63.	Control System and Software	Check security of cable connections.	6m
64.	Control System and Software	Calibrate touch screens.	6m
65.	Control System and Software	Software upgrade/checks.	6m
66.	Electrical Power Supplies at Camera Sites	Check operation of RCD and circuit breakers.	6m
67.	Electrical Power Supplies at Camera Sites	Check for ingress of moisture at distribution boards, plugs and sockets.	6m
68.	Electrical Power Supplies at Camera Sites	Check all cables for damage, continuity, etc. Replace where necessary. Check earth connections.	6m
69.	Electrical Power Supplies at Camera Sites	Fixed wiring inspection and test to BS7671.	Y

M – Monthly (calendar)

6M – semiannually (6 months)

3M – Quarterly (3 months)

Y – Annually

LIST OF CCTV SYSTEM EQUIPMENT

IP Camera Distribution and Locations (Clean Version)

S/ NO.	CAMERA MODEL	LOCATION	IP. ADDRESS	PoE SWITCH LOCATION
1	B96A			
2	ACM-5611			
3	ACM-4200			
4	ACM-4200			
5	ACM-4200			
6	E933(M)			
7	ACM-4200			
8	E933(M)			
9	ACM-4200			
10	ACM-4200			
11	ACM-4200			
12	ACM-5611			
13	ACM-5611			
14	E42B			
15	E933(M)			
16	E933(M)			
17	B96A			
18	ACM-4200			
19	E32A			
20	E32A			
21	E32A			
22	E32A			
23	E32A			
24	B96A			
25	E42B			
26	ACTI-3511			
27	E32A			
28	KCM-3511			
29	D72A			
30	D72A			
31	ACM-3511			
32	B96A			
33	E929(M)			
34	E42A			

35	E42A			
36	B47			
37	B47			
38	E42B			
39	E42A			
40	E42A			
41	E42A			
42	D11			
43	E32A			
44	E32A			
45	E32A			
46	E42A			

The identity of cameras in terms of location, IP Address and POE will be available at service level agreement (SLA).

TEACHERS SERVICE COMMISSION



SITE VISIT FORM

Bidder/Company Name

Tender No.: TSC/T/01/2018-2020

Tender Name: Maintenance, Network separation and Servicing of CCTV System ~ 2 YEAR
Framework Contract

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

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

Official Stamp

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

Official Stamp

SECTION VII- STANDARD FORMS

Notes on standard forms

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

SECTION VI - STANDARD FORMS

1. Form of Tender
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 OF SERVICES

Name of Tenderer: Comprehensive Maintenance and Repair Contract

For TSC Hqs CCTV

Tender Number: TSC/T/01/2018-2020

S/No.	Item Description	Total Price In Kshs (PER QUARTER) – VAT INCLUSIVE	Total cost of network separation(VLAN) VAT inclusive	Total Price In Kshs (ANNUALLY) - VAT INCLUSIVE
1	comprehensive maintenance and servicing of TSC Hqs CCTV – 1 st year			
2	comprehensive maintenance and servicing of TSC Hqs CCTV – 2 nd year			
		TOTAL PRICE (VAT INCLUSIVE) FOR TWO YEARS IN KSHS.		

Signature and stamp of tenderer _____

Note: The cost of network separation is a one off task. In case of discrepancy between unit price and total, the TOTAL price shall prevail.

SECTION VI ~ 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 here below.

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

Any dispute arising out of the Contract which cannot be

Resolution

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 addressTel No.
 Fax Email
 Nature of Business
 Registration Certificate No.....
 Maximum value of business which you can handle at any one time – Kshs.....
 Name of your bankers.....
 Branch

Part 2 (a) – Sole Proprietor

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

Part 2 (b) – Partnership

Given details of partners as follows

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

Part 2 (c) – Registered Company

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

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

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

FORMAT OF TENDER SECURITY INSTRUMENT

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

KNOW ALL PEOPLE by these presents that WE 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]

[Witness]

[Signature of the Guarantor]

[Seal]

Tender-Securing Declaration (Mandatory)

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/ 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/ of Street/avenue,
..... Building, P. O. BoxCode, of (town), (Nationality),
Phone E-mail declare that I/We /Messrs
..... are not debarred from participating in public
procurement by the Public Procurement Oversight Authority pursuant to 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.....

FORM RB 1

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

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary