

**TEACHERS SERVICE COMMISSION**



**NATIONAL OPEN TENDER**

**RESERVED FOR CITIZEN CONTRACTORS ONLY**

**COMPREHENSIVE MAINTENANCE OF 2 PIECES OF  
20KVA AEC UPS SYSTEMS AT TSC HEADQUARTERS**

**TSC/T/56/2019-2022**

**THREE (3) YEAR  
FRAMEWORK CONTRACT**

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>

**CLOSING DATE IS WEDNESDAY 18<sup>TH</sup> MARCH, 2020 AT 9.00 A.M.**

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## **INTRODUCTION**

Teachers Service Commission herein referred to TSC wishes to tender for Comprehensive Maintenance of 2 Pieces of 20KVA AEC UPS Systems at TSC Headquarters (Three (3) Year Framework Contract) as specified in the tender document.

Bidders must possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, experience in the provision of the services, reputation, and the personnel to perform the contract. They should also have legal capacity to enter into the contract and that they have continuously fulfilled obligations to pay taxes and social security contributions.

## SECTION I - INVITATION TO TENDER

**TENDER NAME: COMPREHENSIVE MAINTENANCE OF 2 PIECES OF 20KVA AEC UPS SYSTEMS AT TSC HEADQUARTERS (THREE (3) YEAR FRAMEWORK CONTRACT)**

**TENDER NO: TSC/T/56/2019-2022**

1. The Teachers Service Commission Invites Sealed Tenders from Eligible Candidates for the **Comprehensive Maintenance of 2 Pieces of 20KVA AEC UPS Systems at TSC Headquarters (Three (3) Year Framework Contract)**.
2. You may obtain further information at the Procurement office, Teachers Service Commission House, 2<sup>nd</sup> Floor, Podium Wing. A complete tender document may be obtained by interested candidates upon payment of a non- refundable fee of Kshs. 1,000.00 Payable to the Teachers Service Commission at National Bank of Kenya Account No. 01001000905000, Harambee Avenue Branch or Bankers Cheque and present the bank slip to TSC Cash office for official receipt thereafter. Attach a copy of the receipt to the Tender Document. Alternatively, the document may be downloaded for free from [www.tsc.go.ke](http://www.tsc.go.ke) or <https://tenders.go.ke>
3. Tenders must be accompanied by a Tender Security of **Kshs. 10,000.00** in form of a guarantee from a reputable bank or from an insurance company approved by PPRA (formerly PPOA), payable to the Commission Secretary, Teachers Service Commission. The tender security must be valid for 150 days from the date of opening.
4. Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya Shillings and must remain valid for a period of 150 days from the date of tender opening.
5. Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at the TSC House, Podium wing, third floor, or be addressed and posted to The Secretary, Teachers Service Commission, P.O. Box Private Bag-00100, Nairobi to be received on or before **WEDNESDAY 18<sup>TH</sup> MARCH, 2020 at 9.00 a.m.**
6. 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. All the Clarifications and/ or addendums will be posted on TSC Website. Any request for clarifications must be sent through [ddprocurement@tsc.go.ke](mailto:ddprocurement@tsc.go.ke) and should be received seven days before the date of tender opening.
7. Teachers Service Commission will conduct site visit on **Tuesday 10<sup>th</sup> March, 2020 at 10.00 a.m.** Those who will come late will not be allowed in.

**COMMISSION SECRETARY /CHIEF EXECUTIVE OFFICER**

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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. 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 59 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by TSC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### 2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and TSC, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=
- 2.2.3 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 security form
  - xi) Performance security form
  - xii) Principal's or manufacturers authorization form
  - xiii) Declaration form
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## 2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify TSC in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. TSC will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by TSC. Written copies of TSC response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.2. TSC shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## 2.5 Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of tenders, TSC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, TSC, at its discretion, may extend the deadline for the submission of tenders.

## 2.6 Language of tender

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

## 2.7 Documents Comprising the Tender

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

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

## 2.8 Form of Tender

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

## 2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## 2.10 Tender Currencies

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

## 2.11 Tenderers Eligibility and Qualifications.

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

## 2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 % of the tender price.
- 2.12.2 The tender security is required to protect TSC against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
  - a) A bank guarantee.
  - b) Such insurance guarantee approved by the Authority.
  - c) Letter of credit
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by



TSC as non-responsive, pursuant to paragraph 2.20

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

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

2.12.7 The tender security may be forfeited:

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

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

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

or

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

If the tenderer rejects correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 150 days or as specified in the invitation to tender after date of tender opening prescribed by TSC, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by TSC as nonresponsive.

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

2.14 Format and Signing of Tender

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

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, printed literature, shall be initialed and paginated 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 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 **WEDNESDAY 18<sup>TH</sup> MARCH, 2020 at 9.00 a.m.**”

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

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

## 2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by TSC at the address specified under paragraph 2.15.2 not later than **WEDNESDAY 18<sup>TH</sup> MARCH, 2020 at 9.00 a.m.**

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

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

## 2.17 Modification and withdrawal of tenders

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

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

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

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

2.17.5 TSC may at any time terminate procurement proceedings before contract award and shall not be

liable to any person for the termination.

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

## 2.18 Opening of Tenders

2.18.1 TSC will open all tenders in the presence of tenderers' representatives who choose to attend, on **WEDNESDAY, 18<sup>TH</sup> MARCH 2020 at 9.00 am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

## 2.19 Clarification of tenders

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

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

## 2.20 Preliminary Examination and Responsiveness

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

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

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, TSC will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. TSC determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, 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 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.

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

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

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

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

## 2.23. Contacting TSC

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

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

## 2.24 Award of Contract

### a) Post qualification

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

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as TSC deems necessary and appropriate.

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

### b) Award Criteria

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

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

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

## 2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and TSC pursuant to clause 2.24. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

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

## 2.26 Signing of Contract

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

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

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

## 2.27 Performance Security

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

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

## 2.28 Corrupt or Fraudulent Practices

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

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

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

## APPENDIX TO INSTRUCTIONS TO TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	This tender is open to general citizen contractors with at least 51% shares
2.2	The cost of the tender document shall be Kshs. 1,000.00 if the bidder wishes to purchase hardcopy. Otherwise soft copy can be downloaded free of charge from the TSC website <a href="http://www.tsc.go.ke">www.tsc.go.ke</a> or <a href="http://www.tenders.go.ke">www.tenders.go.ke</a>
2.23	Tenderers shall not be allowed to contact any TSC staff in respect of this tender unless it is officially channeled to the CS office or SCMS
2.4	A prospective candidate making inquiries of the tender document may notify TSC in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. TSC will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by TSC. Written copies of TSC response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents
2.5	Amendments shall only be allowed if justified from both parties
2.8	The tenderer shall fill the form of tender and price schedule in the format provided in this tender document. Any deviation shall lead to disqualification
2.10	Particulars of other currencies allowed. <b>None</b>
2.13	Tenders shall remain valid for 150 days
2.11	Particulars of eligibility and qualifications for responsiveness. <b>Refer the Evaluation Criteria</b>

2.12.2	Particulars of tender security if applicable. Tenders must be accompanied by a Tender Security of Kshs. 10,000.00 in form of a guarantee from a reputable bank or from an insurance company approved by PPRA (formerly PPOA), payable to the Commission Secretary, Teachers Service Commission. The tender security must be valid for 150 days from the date of opening.
2.12.3	Form of Tender Security: <b>Refer 2.12.2 above</b>
2.14.2	Each page of the document must be paginated, signed and stamp. Provide one original and two copies of the bid document
2.16.3	Bulky tenders, which do not fit in the tender box, shall be delivered to the Procurement Unit.
2.16.4	There shall be no correction of arithmetic errors.
2.18	TSC will open all tenders in the presence of tenderers' representatives who choose to attend, on <b>WEDNESDAY, 18<sup>TH</sup> MARCH, 2020 at 9.00 a.m.</b> in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance
2.27.1	Performance security. Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security of 10% of the contract sum before contract signing



## EVALUATION CRITERIA

### COMPREHENSIVE MAINTENANCE OF 2 PIECES OF 20KVA AEC UPS SYSTEMS AT TSC HEADQUARTERS (THREE (3) YEAR FRAMEWORK CONTRACT)

The Teachers Service Commission invites sealed tenders from eligible Bidders for Comprehensive Maintenance of 2 Pieces of 20KVA AEC UPS Systems at TSC Headquarters (Three (3) Year Framework Contract)

#### PRELIMINARY REQUIREMENTS (MANDATORY)

S/No.	REQUIREMENTS	Yes/No
1.	Must Submit a copy of valid Tax Compliance certificate/Exemption Certificate. Bidders whose TCC or Exemption certificates are expiring on or after tender opening date to attach a certified payment renewal receipt.	
2.	Copy of valid Company Certificate of Registration/ Incorporation from the Registrar of Companies.	
3.	Dully filled, signed and stamped confidential business questionnaire in the format provided.	
4.	Attach valid Manufacturer's Authorization Certificate for installation and maintenance of AEC UPS. The Manufacturer should also fill, sign and stamp the Manufacturers authorization form in the format provided. <i>(Provide a link to the Manufacturers website for further confirmation)</i>	-
5.	Attach dully filled, signed and stamped form of pre-tender site visit form from TSC	
6.	Copy of valid Trade License/Business permit from relevant county government office.	
7.	Original copy of the Tender Security (Bid bond) of Kshs 10,000.00 inform of a Bank guarantee or bankers cheque from a reputable bank in Kenya or insurance guarantee approved by the Authority (PPRA).	
8.	Duly filled, signed and stamped Non debarment form in the format provided.	
9.	Duly filled, signed and stamped Anti-Corruption Declaration form in the format provided.	
10.	A copy of current CR12 certificate showing list of company directors for Limited Companies or a copy of ID/CR13 for sole proprietors	
12.	Must Fill sign and stamp the Price Schedule for the First (1 <sup>st</sup> ), Second (2 <sup>nd</sup> ) and Third (3 <sup>rd</sup> ) years in the format provided. The total bid price for the three years (Years 1, 2 and 3) and batteries must be TRANSFERRED to the Form of Tender of as the Tender Price for three years.	
13.	Must fill, sign and stamp the form of tender in the format provided. The price in the form of tender must be written in figures and words. Any inconsistency in word and figures shall lead to disqualification	
14.	Any cancellation or correction in the Form of Tender and Price Schedule shall lead to automatic disqualification	

**Note:** After preliminary evaluation of the tenders, those tenders that shall not have fulfilled the above requirements shall be declared Non responsive and will be eliminated from the evaluation process and will therefore, not be considered further.

## 1. TECHNICAL CRITERIA EVALUATION

S/No	REQUIREMENTS	Score (%)
1.	Attach a recommendation letter from at least 3 different organizations where Installation or maintenance of clean power backup of 20KVA or above. <i>(5 marks for each recommendation letter)</i>	15
2.	Evidence of the previous similar work undertaken in a reputable organization preferably government institutions. Attach three (3) copies of Contracts/LPO or LSO. <i>(10 marks for each recommendation letter)</i>	30
3.	Valid Electrical Contractors EPRA formerly ERC License i. Category C <i>(5 Marks)</i> ii. Category B <i>(10 Marks)</i> iii. Category A <i>(15 Marks)</i>	15
4	<b>2 (two) Key professional staff qualifications;</b> Electrical Technician License <i>(10 Marks Each)</i>	20
5.	<b>Financial Capability:</b> Attach Audited financial statements duly signed and stamped by an accountant or auditor who is a member of ICPAK for the last two years (2017 and 2018) <i>(6 Marks Each)</i> Liquidity ratio for the latest 2 years <i>(attach documentary evidence)</i> <ul style="list-style-type: none"> <li>• Greater than 2:1 ratio (4 Marks for each year)</li> <li>• Equal to 2:1 ratio (2 Marks for each year)</li> <li>• Less than 2: 1 ratio (0 Marks)</li> </ul>	20
	<b>Total points</b>	<b>100</b>
	<b>The minimum technical score required to pass is:75 %</b>	

**NB:** After technical evaluation of the tenders, those tenders that shall not have attained a minimum pass mark of 75% shall be declared Non responsive and will be eliminated from the evaluation process and will therefore, not be considered for financial evaluation.

### FINANCIAL EVALUATION

Financial evaluation will be done by Price Comparison. Prices shall include all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

### 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.

### AWARD OF CONTRACT

The tender shall be awarded to the tenderer whose tender has been determined to be substantially responsive to the tender requirements and who has offered the lowest evaluated tender price, subject to being responsive to all qualifications and evaluation criteria. The assignment is expected to commence immediately on signing the 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 Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The contractor means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

### 3.2 Application

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

### 3.3 Standards

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

### 3.4 Use of Contract Documents and Information

- 3.4.1 The tenderer shall not, without the TSC prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the TSC in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.4.2 The tenderer shall not, without the TSC prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 shall remain the property of the TSC and shall be returned (all copies) to TSC on completion of the tenderer's performance under the Contract if so required by the TSC.

- 3.5 Patent Right's  
The tenderer shall indemnify TSC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .
- 3.6 Performance Security  
Within Thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to TSC the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.6.2 The proceeds of the performance security shall be payable TSC as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to TSC and shall be in the form of:
- a) A bank guarantee.
  - b) Such insurance guarantee approved by the Authority.
  - c) Letter of credit.
- 3.6.4 The performance security will be discharged by TSC and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.
- 3.7 Inspections and Tests
- 3.7.1 TSC or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. TSC shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the TSC.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, TSC may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to TSC.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.
- 3.8 Payment
- 3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

### 3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be.

No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### 3.10 Assignment

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

### 3.11 Termination for Default

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

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

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

### 3.12 Termination of insolvency

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

### 3.13 Termination for convenience

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

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

### 3.14 Resolution of disputes

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

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

### 3.15 Governing Language

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

### 3.16 Force Majeure

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

### 3.17 Applicable Law.

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

### 3.18 Notices

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

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

## SECTION IV -SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	Within Thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to TSC the performance security of 10% of the contract price.
3.7	TSC shall comprehensively inspect the maintenance of the gadget before accepting. The defect liability period shall be 90 days from the date of commissioning.
3.8	Payment process shall commence upon submission of invoice and relevant documents within 60 days.
3.9	Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender. No variation or modification to the terms of the contract shall be made except by written amendment signed by the parties.
3.11	Termination for default shall be handled as prescribed in the tender document
3.13	Termination on convenient shall be undertaken as per the tender document
3.14	Dispute resolution be undertaken as per the tender document
3.17	The applicable law shall be Kenyan law
3.18	Teachers Service Commission Upper Hill, Kilimanjaro Road, Private Bag-00100, Nairobi



**SECTION V – SCHEDULE OF REQUIREMENTS**

The prospective bidder will maintain the UPS as listed below

S/No	Item	Maintenance of UPS	Annually	YEAR 1	YEAR 2	YEAR 3
1.	Comprehensive maintenance of Two (2) 20KVA (UPS) Uninterruptible Power Supply systems	This will be done quarterly.				
<b>TOTAL PRICE KSHS. INCLUSIVE OF VAT FOR THREE YEARS</b>						

**All prices indicated above must be inclusive of 16% vat**

Name of Tenderer .....

Signature of Tenderer: .....

Rubber Stamp of tenderer: .....

## SECTION VI - DESCRIPTION OF SERVICES

### Comprehensive Annual Maintenance Contract for 2 (Two) 20KVA AEC (UPS) Series installed in 6<sup>th</sup> Floor Data Center of TSC HQS:

S/No	Description	Comply	Not Comply
1.	The bidder shall provide a comprehensive maintenance service to keep the UPS's in good and efficient working condition.		
2.	They are expected to also carry out necessary repairs and provide suitable replacement (equivalent or higher configuration) of defective part(s) / equipment as required.		
3.	Check all parameters such as Battery, Incoming and Out Going Voltage, conventional supply Voltage and Load Current in the Display etc.		
4.	Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables and major components. Check air filters for cleanliness.		
5.	Corrective maintenance including carrying out necessary repairs, provision & replacement of worn out/defective components/parts as required to keep the equipment in good & working order during the contract period at the bidder's cost.		
6.	The UPS system shall operate round the clock and throughout the year. The Scope of Work shall cover the Comprehensive Maintenance Services of the 2 units of 20KVA AEC UPS system i.e. preventative maintenance, break down maintenance with spare parts. Comprehensive Annual Maintenance Service includes free replacements of defective components of all sub-assemblies of the equipment during the Contract Period		
7.	In the event of breakdown/fault, TSC will inform the bidder immediately and they have to send their engineers for remedial action within 2 hours. The breakdown/fault in the system should be removed at the earliest possible and the system should be put back in working order by the bidder within 8 hours of breakdown reporting.		
8.	Preventive maintenance (PM) shall be carried out on a quarterly basis and will include but not limited to the following: a. Cleaning of UPS and batteries		

	<ul style="list-style-type: none"> <li>b. Checking fitment of internal and external hardware and heating of the system</li> <li>c. Cleaning of PCBs if any and operating power parameters</li> <li>d. Break up call shall be attended immediately</li> <li>e. Checking of input /output voltage of batteries</li> </ul>		
9.	The maintenance aspect being comprehensive means no cost of parts replaced by contractor will be borne by TSC including batteries and shall check the proper functioning of the UPS System and its components, software and hardware on regular basis.		
10.	Service engineer should submit JOB COMPLETION CERTIFICATE certified by TSC office for each complaint forwarded. One copy to be retained by the user department and another to be issued to the office for compilation of work done and release of payment.		
11.	The break down calls registered by TSC IT must be attended promptly and if they are not rectified within two days, the contractor shall provide a suitable temporary solution. Maintenance of all the UPS pertaining to these would be the responsibility of the bidder		
12.	<p>Check module(s) completely for the following (if applicable):</p> <ul style="list-style-type: none"> <li>a. Rectifier and inverter snubber boards for discoloration.</li> <li>b. AC Capacitors for swelling or leaking oil.</li> <li>c. DC Capacitor vent caps that have extruded more than 1/8".</li> <li>d. Record all voltage and current meter readings on the UPS module and the system control cabinet (when applicable). Verify with calibrated DVOM.</li> <li>e. Measure and record harmonic trap filter currents.</li> <li>f. Check the inverter and rectifier snubbers for burned or broken wires.</li> <li>g. Check all nuts, bolts, screws and connectors for tightness and heat discoloration.</li> <li>h. Check fuses on the DC capacitor banks for continuity (if applicable).</li> <li>i. With customer approval, perform operation test of the system including unit transfer, battery discharge.</li> </ul>		

	<p>j. Measure and record all low-voltage power supply levels.</p> <p>k. Measure and record phase-to-phase input voltage and currents.</p> <p>l. Review, clear and reset all diagnostic alarm histories, where applicable.</p> <p>m. Record all input, output, and battery voltages and currents.</p> <p>n. Furnish completed data sheets and report any problems found during the PM inspection.</p> <p>o. Review system performance with customer.</p>		
13.	Payment will be made on quarterly basis after submitting preventive maintenance or repair report of each UPS.		
14.	Agreement between contractor and TSC will remain in force for the contracted period and the bidder shall be responsible for the discipline and good conduct of their service engineers.		

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**FORM OF TENDER**

Date\_\_\_\_\_

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

To:

Teachers Service Commission

P.O Box Private Bag -00100

Nairobi

Gentlemen and/or Ladies:

- 1 . Having examined the tender documents including Addenda Numbers..... [insert numbers), the of which is hereby duly acknowledged, we, the undersigned, offer to provide. Provision of Printing and Photocopying services in conformity with the said tender documents for the sum of K S H S . i n f i g u r e s ... . . . . . i n W o r d s ... . . . . . [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 **[150]** 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\_\_\_\_\_

Official Rubber Stamp\_\_\_\_\_

## PRICE SCHEDULE OF SERVICES

### COMPREHENSIVE MAINTENANCE OF 2 PIECES OF 20KVA AEC UPS SYSTEMS IN TSC HEADQUARTERS (THREE (3) YEAR FRAMEWORK CONTRACT)

TSC/T/56/2019-2022

S/ No	Item	Quarterly Cost (Kshs.)	Annual Cost (Kshs.)	VAT (16%) (Kshs)	Total Cost Kshs. (VAT Incl) YEAR 1	Total Cost Kshs. (VAT Incl ) YEAR 2	Total Cost Kshs. (VAT Incl) YEAR 3
1.	Comprehensive maintenance of Two (2) 20KVA (UPS) Uninterruptible Power Supply systems						
<b>TOTAL PRICE KSHS. INCLUSIVE OF VAT FOR THREE YEARS</b>							

### PRICE FOR BATTERIES

S/No	Item	Quantity	Unit Cost (Kshs.)	Total Cost (Kshs.)	VAT (16%) (Kshs.)	Total Cost (Kshs. VAT Incl)
1.	Batteries for 2 AEC 20KVA UPS 12V9AH Batteries	80				

S/No	Item	Total Cost Kshs. (VAT Incl)
1	Comprehensive maintenance of Two (2) 20KVA (UPS) Uninterruptible Power Supply systems (For year 1,2 and 3)	
2	Batteries for 2 AEC 20KVA UPS 12V9AH Batteries	
	<b>TOTAL BID PRICE IN KSHS. VAT INCL</b>	

NB: The total bid price should be transferred to the form of tender.

Name of Tenderer .....

Signature of Tenderer: .....

Rubber Stamp of tenderer: .....

**CONTRACT FORM**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_

Official Rubber Stamp



## 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

### 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. ....

### 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	Branch
bankers.....				.....

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

Official Rubber Stamp.....

**TENDER SECURITY FORM**

Whereas .....[name of the tenderer]

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

[name and/or description of the services]

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

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

Of.....having registered office at

[name of procuring entity](hereinafter called “the Bank”)are bound unto.....

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of .....

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this\_\_\_\_\_ day of 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- (a) fails or refuses to execute the Contract Form, if required; or (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
[signature of the bank]

Official Rubber Stamp\_\_\_\_\_

(Amend accordingly if provided by Insurance Company)

**PERFORMANCE SECURITY FORM**

To: .....

[name of the Procuring entity]

WHEREAS.....[nameof 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 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]

Official Rubber Stamp

(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]

Official Rubber Stamp

**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 Section 62 of the Public  
Procurement & Asset Disposal Act, 2015

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

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

Name ..... Title of Signatory

..... Official Rubber

Stamp.....

**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.....

**MANUFACTURER’S AUTHORIZATION FORM**

To Teachers Service Commission

WHEREAS .....[ name of the manufacturer] who are established and reputable manufacturers of ..... [name and/or description of the goods] having factories at ..... [address of factory] do hereby authorize ..... [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... [reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

\_\_\_\_\_  
[signature for and on behalf of manufacturer]

Official Rubber Stamp

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

(FULL PARTICULARS) \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER



REPUBLIC OF  
KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW  
BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) 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.

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

# 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

**Prepared by**

**Ephraim Musanya**                      **DD ICT (I &NW)**    **Signature**\_\_\_\_\_    **Date:**\_\_\_\_\_

**Approved by**

**Charles Gichira**                      **Director ICT** **Signature**\_\_\_\_\_                      **Date:** \_\_\_\_\_