

**TEACHERS SERVICE COMMISSION**



**NATIONAL OPEN TENDER**

**RESERVED FOR CITIZEN CONTRACTORS ONLY**

**PROVISION OF SERVICES FOR PRINTING AND  
PHOTOCOPYING IN TSC HEADQUARTERS AND 47  
COUNTIES**

**TSC/T/53/2019-2022**

**3 YEARS FRAME WORK 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 29<sup>TH</sup> JANUARY, 2020 at 9.00 A.M.**

## TABLE OF CONTENTS

		Page
SECTION I	INVITATION TO TENDER.....	4
SECTION II	INSTRUCTIONS TO TENDERERS.....	5
	APPENDIX TO INSTRUCTIONS TO TENDERERS .....	15
SECTION III	GENERAL CONDITIONS OF CONTRACT.....	21
SECTION IV	SPECIAL CONDITIONS OF CONTRACT.....	25
SECTION V	SCHEDULE OF REQUIREMENTS.....	26
SECTION VI	STANDARD FORMS.....	37

## INTRODUCTION

Teachers Service Commission herein referred to TSC wishes to tender for **Provision of Services for Printing and Photocopying in TSC Headquarters and 47 Counties** as specified in the tender document.

Bidder 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

**TENDE NAME: PROVISION OF SERVICES FOR PRINTING AND PHOTOCOPYING IN TSC HEADQUATERS AND 47 COUNTIES.**

**TENDER NO: TSC/T/53/2019-2022.**

1. The Teachers Service Commission Invites Sealed Tenders from Eligible Candidates for **Provision of Services for Printing and Photocopying in TSC Headquarters and 47 Counties.**
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](https://tenders.go.ke)
3. Tenders must be accompanied a Tender Security of **Kshs. 240,000.00** from a reputable bank or from an insurance company approved by PPRA payable to the Commission Secretary, Teachers Service Commission. Disadvantaged groups need only to fill the Tender Security Declaration.
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 29<sup>TH</sup> JANUARY, 2020 at 9.00 A.M.**

**COMMISSION SECRETARY /CHIEF EXECUTIVE OFFICER**

## SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS.		Page
2.1	Eligible Tenderers .....	6
2.2	Cost of tendering .....	6
2.3	Contents of tender documents .....	6
2.4	Clarification of Tender documents .....	7
2.5	Amendment of tender documents .....	7
2.6	Language of tenders .....	7
2.7	Documents comprising the tender .....	7
2.8	Form of tender .....	7
2.9	Tender prices .....	8
2.10	Tender currencies .....	8
2.11	Tenderers eligibility and qualifications .....	8
2.12	Tender security .....	8
2.13	Validity of tenders .....	9
2.14	Format and signing of tenders .....	9
2.15	Sealing and marking of tenders .....	10
2.16	Deadline for submission of tenders .....	10
2.17	Modification and withdrawal of tenders .....	10
2.18	Opening of tenders .....	11
2.19	Clarification of tenders .....	11
2.20	Preliminary Examination .....	11
2.21	Conversion to single currency.....	12
2.22	Evaluation and comparison of tenders .....	12
2.23	Contacting the procuring entity .....	13
2.24	Award of Contracts .....	13
2.25	Notification of award .....	13
2.26	Signing of Contract .....	14
2.27	Performance security .....	14
2.28	Corrupt or fraudulent practices .....	14

## 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 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 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 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 2.10 Tender Currencies
- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers.
- 2.11 Tenderers Eligibility and Qualifications.
- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to 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, except for unamended 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.

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 29<sup>TH</sup> JANUARY, 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 29<sup>TH</sup> JANUARY, 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 29<sup>TH</sup> JANUARY, 2020 at 9.00 A.M.** 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 2.2.3 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. 1000 if the bidder wishes to purchase hardcopy. Otherwise soft copy can be downloaded free of charge from the TSC website or <a href="http://www.tenders.go.ke">www.tenders.go.ke</a>
2.2.2	Price to be charged for manual tender documents. <b>Kshs. 1,000</b>
2.2.3	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. <b>Tenders must be accompanied by a Tender Security of Kshs. 240,000.00 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.</b>
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 and signed. 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 29<sup>TH</sup> JANUARY, 2020 at 9.00 A.M.</b> and 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

### PRELIMINARY REQUIREMENTS (MANDATORY REQUIREMENTS)

#### PROVISION OF SERVICES FOR PRINTING AND PHOTOCOPYING IN TSC HEADQUARTERS AND 47 COUNTIES

##### 1.0 Preliminary/Mandatory Evaluation

No.	Requirements	Bidder's Response Yes/No
MR1	Must Submit a copy of certificate of Registration/Incorporation	
MR2	Must Submit a copy of Valid Tax Compliance certificate/Exemption Certificate	
MR3	Valid business license permit from county Government	
MR4	Must fill up, signed and stamped integrity declaration form in the format provided.	
MR5	Must Fill up, signed and stamped the Form of Tender in the Format provided. The price in the form must be written in figures and words. Any inconsistency in word and figures shall lead to disqualification	
MR6	Must fill up, signed and stamped non-debarment form in the format provided.	
MR7	Evidence of physical address (attach documentary evidence in form of any of the following:- lease agreement/title deed or payment for utilities e.g. water bills or electricity bills)	
MR8	Must provide Tender security of Kshs. 240,000.00 in form of bank guarantee or insurance approved by PFRA valid for 150 days from the date of tender opening.	
MR9	Must provide duly filled Confidential Business Questionnaire, signed and stamped by the authorized officer (Director)	
MR10	Must attach valid certificate of authorization from the Manufacture OR approved/licensed dealer.	
MR 11	Must Fill the Price Schedule in the format provided. The total price must be transferred to the form of tender	
MR 12	Must provide CR12 for Directors from the Registrar of Companies for limited companies or attach CR13 or Copies of ID card for sole proprietorship	
MR 13	This tender is open to general citizen contractors with at least 51% shares.	

**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.**

## 2. TECHNICAL CRITERIA EVALUATION

CRITERIA	SUB-CRITERIA	SCORE	MAX SCORED
Firm's profile and Experience	i) The firm must have been in operation of a similar business for at least 5 years. Each year @ 1 mark	5	
	(ii) Documentary evidence of similar assignment under taken in the last five (5) years. Attach LPO/LSO/Contract, Invoice, delivery note. Each @ 2 marks	10	
	Letter of reference in Letter Head from at least 5 clients (generic letters not acceptable). Each @. @ 1 marks	5	
Authorization	Authorization/dealership certificate	10	
Qualification of Technical and Professional Staff	i) Provide CVs of at least 3 Senior Technical staff with at least 3 years' experience in similar assignment. Each Year of Experience@ 1mark. Total for 3 staffs: 9 marks ii) Provide a CV, academic and professional Certificate of each of the 3 Senior Technical Staff with suitable qualification experience: @ 1 marks each	18	
Components/replacement Parts	An arrangement between manufacture and the bidder. (The firm shall maintain the equipment as per manufacturer's guidelines for the three years	8	
Methodology/ Work Plan	i) The firm to demonstrate how it shall handle minor faults within 2 hours and major faults within 24 hours.	10	
	ii) Demonstrate how the security of the data/information shall be handled during repair of major faults.	10	
Service Continuity During Repair	Demonstrate firm's ability to minimize disruption during major repair by Provisioning of standby machine.	5	

Financial	<p>Provide Audited financial accounts for the last two years (2017 and 2018) duly signed by an accountant or auditor who is a member of ICPAK @ year 5marks.</p> <p>Liquidity ratio of 2:1 =3 Marks</p> <p style="text-align: center;">1:1 =2 Marks</p> <p style="text-align: center;">Less than 1:1 = 0</p> <p>Profitability margin; Above 30% =3 Marks 10 to 29.99% =2 Marks 1 to 9.99 % =1 Mark Less than 1% =0</p> <p>Attach a bank statement for the last of 6 months for the year 2019 certified by the issuing bank @ 4 Marks</p>	20	
<b>TOTAL</b>		<b>100</b>	

***NB: After technical evaluation of the tenders, those tenders that shall not have attain a minimum pass marks 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

<b>TABLE OF CONTENTS</b>		<b>Page</b>
3.1	Definitions .....	18
3.2	Application.....	18
3.3	Standards.....	18
3.4	Use of contract documents and information.....	18
3.5	Patent Rights.....	19
3.6	Performance security.....	19
3.7	Inspections and tests.....	19
3.8	Payment.....	19
3.9	Prices.....	19
3.10	Assignment.....	20
3.11	Termination for default.....	20
3.12	Termination for insolvency.....	20
3.13	Termination for convenience.....	20
3.14	Resolution of disputes.....	20
3.15	Governing language.....	21
3.16	Force majeure.....	21
3.17	Applicable law.....	21
3.18	Notices.....	21

## 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
3.7	TSC shall comprehensively inspect the installation and commissioning 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 60days.
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. 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**

**TECHNICAL SPECIFICATIONS & SCOPE OF WORKS**

**PROVISION OF SERVICES FOR PRINTING AND PHOTOCOPYING IN TSC HEADQUARTERS AND 47 COUNTIES.**

**SUMMARY OF REQUIREMENTS FOR LEASING**

ITEM	QUANTITY
TSC HEADQUARTERS	41
MFP for Counties	47
Training	Admin & One User

**1. MINIMUM TECHNICAL SPECIFICATIONS FOR PRINTERS TO BE LEASED**

The proposed Multifunctional Printers should meet the following minimum specifications:

**1. TSC HEADQUARTERS – 41 No. In Total**

**(I) MULTIFUNCTIONING MONOCHROME PRINTER SPECIFICATIONS (B&W)**

FEATURES	MINIMUM SPECIFICATIONS	Vendor Response
Quantity	27	
Category	Heavy Duty MFP Mono High Speed	
General type	Monochrome multifunctional for A3 format	
Make	Specify	
Model	Specify	
Engine speed	50/25 pages per minute A4/A3 or higher	
Warm-up time	Approx. 17 seconds or less	
Input capacity	150-sheet multipurpose tray, 52 – 300 g/m <sup>2</sup> (Banner 135 – 165 g/m <sup>2</sup> ), A6R – SRA3 (320 x 450 mm), Tab paper (136 – 256 g/m <sup>2</sup> ), Banner max. 320 x 1,220 mm; 2x 500-sheet universal paper cassette, 52 – 300 g/m <sup>2</sup> , upper cassette A6R up to A4R, lower cassette A6R up to SRA3	
input capacity with options	4 Paper trays Standard	
Duplex unit	Duplex as standard supports A6R – SRA3 (320 x 450 mm), 64 – 256 g/m <sup>2</sup>	
Processor	1.2 GHz Processor or higher	
Memory	Minimum: 4 GB RAM	
Hard Disk Drive	8 GB SSD or 250GB or higher	
Control Panel Type	Color TSI Touchscreen	
Fonts	93 outline fonts (PCL ), 136 fonts, 8 fonts (Windows Vista), 1 Bitmap font, 45 types of one-dimensional barcodes plus two-dimensional barcode (PDF-417)	
Features	Encrypted PDF Direct Print, IPP printing, e-mail printing, WSD print, secure printing via SSL, IPsec, SNMPv3, quick copy, proof and hold, Private Print, job storage and job management functionality	

<b>Applicable OS</b>	All current Windows operating systems including the latest WIN 10 all versions, Mac OS X Version 10.8 or higher, UNIX LINUX, as well as other operating systems on request	
<b>Max. original size</b>	A3	
<b>Continuous copy</b>	1 - 999	
<b>Zoom range</b>	25 - 400 % in 1 % steps	
<b>Preset magnification ratios</b>	5 Reductions/5 Enlargements	
<b>Image adjustments</b>	Text, Photo, Text + Photo, Map	
<b>Digital copy features</b>	Scan once copy many, electronic sort, 2-in-1 and 4-in-1 function, image repeat copy, page numbering, cover mode, booklet copy, interrupt copy, form overlay, stamp function and skip-blank-page function.	
<b>Scan functionalities</b>	Scan to e-mail, Scan to FTP, Scan to SMB, Scan to USB Host, Scan to box, Network TWAIN, WSD scan	
<b>Scan speed</b>	(A4, 300 dpi, Dual Scan with DP) Color: 180 images per minute, b/w: 180 image per minute,	
<b>Scan resolution</b>	600 x 600 dpi, 400 x 400 dpi, 300 x 300 dpi, 200 x 400 dpi, 200 x 200 dpi, 200 x 100 dpi (24 bit)	
<b>File type</b>	PDF (high compressive, encrypted, PDF/A), searchable PDF (option), JPEG, TIFF, XPS, OpenXPS	
<b>Original recognition</b>	Text, Photo, Text + Photo, optimized for OCR	

(II) MULTIFUNCTIONING MONOCHROME PRINTER SPECIFICATIONS (B&W)

FEATURES	MINIMUM SPECIFICATIONS	Vendor Response
<b>Quantity</b>	10	
<b>Category</b>	Heavy Duty MFP Mono Medium Speed	
<b>General type</b>	B/W Multifunctional for A4/A3 format	
<b>Make</b>	Specify	
<b>Model</b>	Specify	
<b>Engine speed</b>	40/21 pages per minute A4/A3 or higher	
<b>Warm-up time</b>	Approx. 18 seconds or less from power on	
<b>Input capacity</b>	100-sheet multi-purpose tray, 45–256 g/m <sup>2</sup> (A3, A4, A5, A6, B5, Ledger, Letter, Legal, Folio, Custom (98 x 148 to 297 x 432 mm); 2 x 500-sheet standard universal paper cassette, 60–163 g/m <sup>2</sup> , (A3, A4, A5, B5, Ledger, Letter, Legal, Folio)	
<b>input capacity with options</b>	4 Paper trays standard	
<b>Duplex unit</b>	Duplex as standard supports A5R–A3, 60–160 g/m <sup>2</sup>	
<b>Processor</b>	(Dual Core) 1.0 GHz or higher	
<b>Memory</b>	Minimum: 2 GB RAM	
<b>Hard Disk Drive</b>	Minimum 8 GB SSD or 250GB HDD or higher	

<b>Fonts</b>	93 outline fonts (PCL), 136 fonts, 8 fonts( Windows), 1 Bitmap font; 45 types of one-dimensional barcodes, 1 type of two-dimensional barcode (PDF417)	
<b>Features</b>	Encrypted PDF Direct Print, IPP printing, e-mail printing, WSD print, secure printing via SSL, IPsec,SNMPv3, quick copy, proof and hold, private print, job storage and job management functionality	
<b>Applicable OS</b>	All current Windows operating systems including the latest WIN 10 all versions, Mac OS X Version 10.8 or higher, UNIX LINUX, as well as other operating systems on request	
<b>original size</b>	A3/Ledger and A4	
<b>Continuous copy</b>	1 - 999	
<b>Zoom range</b>	25 - 400 in 1% steps	
<b>Control Panel Type</b>	Color TSI Touchscreen	
<b>Preset magnification ratios</b>	5 Reductions/ 5 Enlargements	
<b>Image adjustments</b>	Text, Text + Photo, Photo, Map, Printed Document	
<b>Digital copy features</b>	Scan-once-copy-many, electronic sort, 2in1, 4in1, image repeat, page numbering, cover mode. booklet copy, interrupt copy, form overlay, margin shift, auto cassette change, Skip blank page, ID copy in Program mode	
<b>Scan functionalities</b>	Scan-to-email, Scan-to-FTP, Scan-to-SMB, Scan-to-USB Host, Scan-to-box, Network TWAIN, WIA, WSD scan	
<b>Scan speed</b>	(A4, 300 dpi, Dual Scan with DP) 160 originals per minute in b/w, 160 originals per minute in color	
<b>Scan features</b>	Color scan, integrated address book, Active Directory support, encrypted data transfer, multi send (e-mail, fax, SMB/FTP folder, print) at once, Blank page skip	
<b>Scan resolution</b>	600 x 600 dpi, 400 x 400 dpi, 300 x 300 dpi, 200 x 400 dpi, 200 x 200 dpi, 200 x 100 dpi; 256 greyscales per color	
<b>File type</b>	TIFF, PDF, PDF/A, JPEG, Open XPS, Encrypted PDF, High compression PDF, PDF/A-1a/b, PDF/A-2a/b/u	
<b>Original recognition</b>	Text, Photo, Text + Photo, light text, optimized for OCR	

**(III) MULTIFUNCTIONAL COLOR PRINTER SPECIFICATIONS**

<b>FEATURES</b>	<b>MINIMUM SPECIFICATIONS</b>	<b>Vendor Response</b>
<b>Quantity</b>	4	
<b>Category</b>	Heavy Duty MFP Color Medium Speed	
<b>General type</b>	Color multifunctional for A3 format	
<b>Type</b>	Specify	
<b>Model</b>	Specify	

<b>Engine speed</b>	Up to 30/16 pages per minute A4/A3 in color and b/w(these are the minimum specifications the higher the better)	
<b>Warm-up time</b>	Approx. 18 seconds or less	
<b>Input capacity</b>	150-sheet multipurpose tray, 52 – 300 g/m <sup>2</sup> (Banner 135 – 165 g/m <sup>2</sup> ), A6R – SRA3 (320 x 450 mm), Tab paper (136 – 256 g/m <sup>2</sup> ), Banner max. 320 x 1,220 mm; 2x 500-sheet universal paper cassette, 52 – 300 g/m <sup>2</sup> , upper cassette A6R up to A4R, lower cassette A6R up to SRA3	
<b>input capacity with options</b>	Basic 2 Paper Trays	
<b>Duplex unit</b>	Duplex as standard supports A6R-SRA3 (320 x 450 mm), 64–256 g/m <sup>2</sup>	
<b>Processor</b>	(Dual Core) 1.0GHz or higher	
<b>Memory</b>	Minimum: 4 GB RAM	
<b>Hard Disk Drive</b>	8 GB SSD or 320 GB HDD or higher	
<b>Fonts</b>	93 outline fonts (PCL), 136 fonts, 8 fonts (Windows Vista), 1 Bitmap font, 45 types of one dimensional barcodes plus two-dimensional barcode (PDF-417)	
<b>Features</b>	Encrypted PDF Direct Print, IPP printing, e-mail printing, WSD print, secure printing via SSL, IPsec, SNMPv3, quick copy, proof and hold, private print, job storage and job management functionality	
<b>Applicable OS</b>	All current Windows operating systems including the latest WIN 10 all versions, Mac OS X Version 10.8 or higher, UNIX LINUX, as well as other operating systems on request.	
<b>Max. original size</b>	A3	
<b>Continuous copy</b>	1 - 999	
<b>Zoom range</b>	25 - 400 % in 1 % steps	
<b>Control Panel Type</b>	Color TSI Touchscreen	
<b>Preset magnification ratios</b>	5 Reductions/5 Enlargements	
<b>Image adjustments</b>	Text, Photo, Text + Photo, Map	
<b>Digital copy features</b>	Scan once copy many, electronic sort, 2in1 and 4in1 function, image repeat copy, page numbering, cover mode, booklet copy, interrupt copy, form overlay, stamp function and skip blank page function.	
<b>Scan functionalities</b>	Scan to email, Scan to FTP, Scan to SMB, Scan to USB Host, Scan-to-box, Network TWAIN, WSD scan	
<b>Scan speed</b>	Color: 160 images per minute, b/w: 160 image per minute, (A4, 300dpi with DP-7110)	
<b>Scan resolution</b>	600 x 600 dpi, 400 x 400 dpi, 300 x 300 dpi, 200 x 400 dpi, 200 x 200 dpi, 200 x 100 dpi (24 bit)	
<b>File type</b>	PDF (high compressive, encrypted, PDF/A), Searchable PDF (option), JPEG, TIFF, XPS, Open XPS	

Original recognition	Text, photo, text + photo, optimized for OCR	
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1. TSC COUNTY OFFICES ~ 47 No. In Total

MULTIFUNCTIONING MONOCHROME PRINTER SPECIFICATIONS (B&W)

FEATURES	MINIMUM SPECIFICATIONS	Bidders' Response
Quantity in No.	47	
<b>Basic Specifications</b>		
Category	MFP <b>Medium</b> Duty	
General type	Monochrome multifunctional	
Make	Specify	
Model	Specify	
Display	Color Touchscreen Panel	
Pages per Minute	Minimum 25 pages per minute for A4 and Minimum 10 pages per minute A3	
Automatic Document Feeder	Specify	
Processor	1.0ghZ	
Resolution	Minimum dpi 600 x 600	
Memory	Minimum of 1GB	
Hard Drive	Minimum 100GB HDD or equivalent SSD	
<b>Paper Supply</b>		
Input capacity	Standard universal paper cassette: 500 sheets	
Paper Size	Standard and MPT: Statement to Legal (5.5" x 8.5" – 11" x 17"),	
<b>Power Source</b>		
Power Source	220-240V, 50/60Hz	
<b>Print Specifications</b>		
Fonts	Outline: 80 Fonts (PCL6), 8 Fonts (Windows); Bitmap: 1 Font, 79 Outline Fonts	
Applicable OS	All current Windows operating systems including the latest WIN 10 all versions, Mac OS X Version 10.8 or higher, UNIX LINUX, as well as other operating systems on request	
Interfaces	10/100/1000 Base T Ethernet High speed USB (Wireless enable dongle optional but preferred too)	
<b>Scan Specification</b>		
Scan Type	Color and Black & White Scanner	
Scan Resolution	600 dpi, 400 dpi, 300 dpi, 200 dpi, 200 x 100 dpi, 200 x 400 dp	
Scanning Functions	USB, TWAIN, WIA, WSD, PC Send (SMB/FTP), E-mail, Continuous Scan, Mixed Originals	
File Formats	TIFF/PDF (MMR/JPEG), XPS, OpenXPS, PDF/A, High Compression PDF;	
Scan Speeds	<b>Simplex BW/Color:</b> @300 dpi ~ 62ipm/42ipm; @600 dpi ~ 42ipm/21ipm	

Copy Specifications		
Continuous Copy	1-999	
Zoom range	25 - 400 % in 1% steps	

Fleet Management Application for MFP management for the county and HQ Leased MFPs

The Fleet management software must be able to perform the following tasks in all 47 MFPs in the TSC county offices remotely through an intuitive web interface from TSC HQs:

- i) View device counters and properties
- ii) Generate list and graphical reports
- iii) Check consumable levels
- iv) Monitor real-time device status
- v) Register and manage users and device groups
- vi) Establish configuration settings
- vii) Obtain detailed device information

**SUMMARY OF REQUIREMENTS FOR COUNTY LEASING**

ITEM	QUANTITY
Detailed Proposal meeting requirements	01
MFP for county Medium Speed	47
Fleet Management Software	01 for All 47
SLA detailing Deployment and Maintenance	01
Training	Admin & User

## **5.5 SCOPE OF WORK**

During the lease period all Multi-Functional Printers (MFPs) shall remain the property of the vendor and the vendor shall maintain the machines in acceptable working order. Any machine deemed unacceptable shall be replaced at the vendor's expense. The successful vendor must meet the following leasing terms;

### **5.5.1 TSC HQS**

- Provision of photocopy, scanning and printing services to the Teachers Service Commission. The contractor shall provide all required printers for the contract period. The contractor shall maintain the leased printers and replace the faulty parts and tonner (and/or cartridges) as and when necessary at its own cost.
- Three (3) years contract renewable yearly upon satisfactory implementation of the previous year. The contractor must request in writing at least 3 months prior to the lapse of the contract year.
- Proposed MFPs must be brand new (Not refurbished).
- The total Printers will be 41 where 37 will be black and white and 4 colored
- Payment will be based on the number of copies made per printer during the contract period. The bidder shall bid the unit price for per copy made from the printer.
- The price should include value added tax and any other duties/taxes. Payments will be made monthly.
- To prepare and submit monthly reports on number of printed copies for the month. The reports shall include signed forms for each printer utilization.
- The contractor shall service, replace and repair any multifunctional printer at its cost.
- The contractor shall install and configure the leased printers to the assigned service areas upon delivery.
- The contractor shall network the printers and configure users via the network to ensure that as many users as possible are able to utilise it. The users will be provided with log-in username and passwords to enable them use the printers.
- The contractor shall provide labour, maintenance, servicing and all consumables including toner and all spare parts except printing paper.
- If the printer is required to be transported to the firm's service center/workshop for repairs, the same shall be undertaken at the risk, cost and transportation of the contractor.
- If a printer is taken for repair, overhaul, service or maintenance, a replacement printer of equal or higher specifications shall be supplied as a standby for use by the Commission.
- The engaged firm shall obtain the necessary written approval to cart away the printer from the Commission's ICT infrastructure engineer when circumstances demand.



- The contractor shall keep a record of meter readings of all printers that will be signed by the Commission representative of each service area on a monthly basis. The meter readings will be used for invoicing purposes.
- The firm shall station a qualified technician to carry out the printer maintenance tasks, repairs and replacements during the contract period. The technical staff shall report to TSC on working days from 8:00 am to 5:00 pm daily, working days.
- Contact details (telephone number and email address) of the company, technical person on ground and official name tag should be provided.
- The contractor shall train the staff on use of printer and will provide user guides on the same for reference by the staff.
- The contractor shall install power surge Sollatek (or equivalent) equipment on all the printers for protection against power voltage fluctuation and damage.
- The contractor shall provide their technician with a computer on site installed with a printing monitoring tool to manage the printers.
- 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 printer has been replaced or repaired and is in full working condition.
- A designated user will be responsible for signing the printer utilization report that shall have the printer meter readings done on the last working day of the month.
- The Contractor shall provide standby staff that can be deployed as and when required.

#### **5.6 LIST OF LOCATIONS WHERE PRINTERS ARE REQUIRED**

##### **COLORED PRINTER: ~ 4 NO. Printers**

<b>S/NO.</b>	<b>DEPARTMENT</b>	<b>FLOOR</b>	<b>IP ADDRESS TSC TO PROVIDE</b>
1	CEO	7 <sup>TH</sup> TOWER	
2	COMMISSION CHAIR	3 <sup>RD</sup> TOWER	
3	DEPUTY CEO	7 <sup>TH</sup> TOWER	
4	TO BE IDENTIFIED		

**BLACK/WHITE: - 37 NO. printers**

S/NO.	DEPARTMENT	FLOOR	IP ADDRESS TSC to PROVIDE
1	CEO OFFICE	7 <sup>TH</sup> TOWER	
2.	COMMISSION CHAIR	7 <sup>TH</sup> TOWER	
3.	COMMUNICATION	7 <sup>TH</sup> TOWER	
4.	LEGAL	7 <sup>TH</sup> TOWER	
5.	PPRI	7 <sup>TH</sup> TOWER	
6.	INTERNAL AUDIT	6 <sup>TH</sup> TOWER	
7.	ICT	6 <sup>TH</sup> TOWER	
8.	REGISTRY(5 FLR)	5 <sup>TH</sup> TOWER	
9.	REGISTRY(4 FLR)	4 <sup>TH</sup> TOWER	
10	ACCOUNTS GENERAL	1 <sup>ST</sup> -PODIUM	
11.	HR DIGIT 8	3 <sup>RD</sup> -PODIUM	
12.	HR DIGIT 9	3 <sup>RD</sup> -PODIUM	
13.	HR DIGIT 2	1 <sup>ST</sup> - TOWER	
14.	HRD & OFFICE SERVICES	3 <sup>RD</sup> - PODIUM	
15.	HR DIGIT 5	2 <sup>ND</sup> -PODIUM	
16.	HROS	1 <sup>ST</sup> -TOWER	
17.	ACCOUNTS VPU	1 <sup>ST</sup> -PODIUM	
18.	ACCOUNTS P.E	1 <sup>ST</sup> -PODIUM	
19.	TM - POST PRIMARY	2 <sup>ND</sup> -TOWER	
20.	TM - PRIMARY	2 <sup>ND</sup> -TOWER	
21.	DISCIPLINE	2 <sup>ND</sup> -PODIUM	
22.	PROCUREMENT	2 <sup>ND</sup> -PODIUM	
23.	HR DIGIT 7	2 <sup>ND</sup> -PODIUM	
24.	HR DIGIT 0	2 <sup>ND</sup> -PODIUM	
25.	HR DIGIT 1	2 <sup>ND</sup> -PODIUM	
26.	FIELD SERVICES	2 <sup>ND</sup> -PODIUM	
27.	HR DIGIT 6	1 <sup>ST</sup> -PODIUM	
28.	PENSION DIGIT 3	1 <sup>ST</sup> -PODIUM	
29.	HR DIGIT 4	3 <sup>RD</sup> -PODIUM	
30.	HR DIGIT 3	3 <sup>RD</sup> -PODIUM	
31.	QUALITY ASSURANCE	2 <sup>ND</sup> -PODIUM	
32.	INTEGRITY & WELLNESS	GROUND FLR	
33.	CUSTOMER CARE	GROUND FLR	
34.	PENSIONS DIGIT 5& 9	1 <sup>ST</sup> Flr-TOWER	
35.	PENSIONS DIGIT 1 & 8	1 <sup>ST</sup> Flr-TOWER	
36.	PENSIONS DIGIT 2 & 4	1 <sup>ST</sup> Flr-TOWER	
37.	PENSIONS DIGIT 6, 7 & 0	1 <sup>ST</sup> Flr-TOWER	

## **5.7 TSC 47 COUNTIES**

- Supply MFPs as per the TSC's technical specification on a lease agreement basis.
- Proposed MFPs must be brand new (Not refurbished).
- Three (3) years renewable after satisfactory implementation of the first year.
- 47 Medium duty MFPs in No. (Black and White).
- Bidder must have a certificate or letter from the manufacturer stating that the service and supply dealer is authorized for the equipment proposed.
- Bidder will maintain MFPs in optimal condition and efficient operating mode by supplying parts and consumables necessary to produce quality printout /copies.
- Bidder to Provide TSC county staff with the basic training necessary to ensure optimized document reproduction solutions.
- Bidder must provide full support with onsite target response time of 2-4 hours to all service calls.
- Payment will be based on the number of copies made per printer during the contract period.
- The price should include value added tax and any other duties/taxes. Payments will be made monthly.
- To prepare and submit monthly reports on number of printed copies for the month. The reports shall include signed forms for each county printer utilization.
- The bidder shall service, replace and repair any multifunctional printer at its cost.
- The bidder shall install the printers and configure users via the network (LAN&WLAN) to ensure that as many users as possible are able to utilize it.
- The contractor shall provide labor, maintenance, servicing and all consumables including toner and all spare parts except printing paper.
- If the printer is required to be transported to the firm's service center/workshop for repairs, the same shall be undertaken at the risk, cost and transportation of the contractor.
- If a printer is taken for repair, overhaul, service or maintenance, a replacement printer of equal or higher specifications shall be supplied as a standby for use by the TSC county office.
- The bidder shall keep a record of meter readings of all printers that will be signed by the Commission representative of each county on a monthly basis. The meter readings will be used for invoicing purposes.
- The contractor shall install power protection for the printer equipment on all the printers for protection against power voltage fluctuation and damage and the Commission shall not be held liable for such destruction.
- 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 printer has been replaced or repaired and is in full working condition.

#### 5.8 LIST OF TSC COUNTY OFFICES

NO.	COUNTY/SITE	BIDDER TO STATE MFP PRINTER TYPE
1.	Makueni	
2.	Machakos	
3.	Taita Taveta	
4.	Tana River	
5.	Garissa	
6.	Samburu	
7.	Kwale	
8.	Kilifi	
9.	Elgeyo Marakwet	
10.	Kisii	
11.	Nyamira	
12.	Migori	
13.	Uasin Gishu	
14.	West Pokot	
15.	Nairobi	
16.	Kitui	
17.	Murang'a	
18.	Kericho	
19.	Kajiado	
20.	Nandi	
21.	Laikipia	
22.	Marsabit	
23.	Isiolo	
24.	Turkana	
25.	Wajir	
26.	Mandera	
27.	Lamu	
28.	Homa-Bay	
29.	Nyeri	
30.	Tharaka Nithi	
31.	Meru	
32.	Embu	
33.	Kirinyaga	
34.	Nyandarua	
35.	Nakuru	
36.	Baringo	
37.	Narok	
38.	Trans Nzoia	
39.	Bomet	
40.	Kiambu	
41.	Kisumu	
42.	Siaya	
43.	Vihiga	
44.	Kakamega	
45.	Bungoma	
46.	Busia	
47.	Mombasa	

## SECTION VI- STANDARD FORMS

### Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 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 .....	39
2. Price schedules.....	40
3. Contract form.....	41
4. Confidential Questionnaire form.....	42
5. Tender security form.....	43
6. Performance security form.....	44
7. Bank guarantee for advance payment.....	45
8. 8.10 Non-Debarment Statement.....	46
9. Integrity Declaration.....	47
10. Manufacturers Authorization Form.....	48
11. Letter of Notification of Award.....	49
12. Declaration form.....	50

**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**

Item	Description	Cost per copy (Kshs.)	VAT (16%) (Kshs)	Total Cost per copy (incl. VAT) (Kshs)
Heavy Duty MFP Mono High Speed – 27 Printers	Black & white printing /copying A4/A3			
Heavy Duty MFP Mono Medium Speed – 10 Printers	Black & white printing /copying A4/A3			
Heavy Duty MFP Color Medium Speed – 4 Printers	Color printing/copying			
Heavy Duty MFP Mono Medium Speed –47 Printers(Counties)	Black & White printing /copying A4/A3			
<b>TOTAL</b>				

Payment will be made every Month (1) Months within 30 days upon receipt of Invoice(s).

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.

<b>Part 1 General</b>																										
Business Name ..... Location of Business Premises ..... Plot No, .....Street/Road ..... Postal address .....Tel No. ....Fax Email ..... Nature of Business ..... Registration Certificate No..... Maximum value of business which you can handle at any one time – Kshs..... Name of your bankers..... Branch .....																										
	<p style="text-align: center;"><b>Part 2 (a) – Sole Proprietor</b></p> Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details.....																									
	<p style="text-align: center;"><b>Part 2 (b) – Partnership</b></p> Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....
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3.	.....	.....	.....	.....																						
4.	.....	.....	.....	.....																						
	<p style="text-align: center;"><b>Part 2 (c) – Registered Company</b></p> Private or Public State the nominal and issued capital of company Nominal Kshs..... Issued Kshs..... Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....
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2.	.....	.....	.....	.....																						
3.	.....	.....	.....	.....																						
4.	.....	.....	.....	.....																						

	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.....[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 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

**8.10 NON-DEBARMENT STATEMENT**

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

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

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

Name ..... 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.....

**8.8 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...

FOR OFFICIAL USE ONLY

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

SIGNED  
Board Secretary