

TEACHERS SERVICE COMMISSION



NATIONAL OPEN TENDER

**FOR RESERVED GROUP
[YOUTH, PERSONS WITH DISABILITY AND WOMEN]**

**SUPPLY AND DELIVERY OF VARIOUS COMPUTING
EQUIPMENTS
TSC/T/030/2019-2020**

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

**Email: info@tsc.co.ke
Website: <http://www.tsc.go.ke>**

**CLOSING DATE IS FRIDAY 25TH OCTOBER, 2019 AT
9.00AM**

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SECTION I INVITATION TO TENDER

TENDER REF No: TSC/T/030/2019-2020

TENDER NAME: SUPPLY & DELIVERY OF VARIOUS COMPUTING EQUIPEMENT

- 1.1. The Teachers Service Commission invites sealed bids from **Youth, PWD and Women**, for the **Supply and Delivery of Computer laptops** as indicated in the price schedule.
- 1.2. Interested eligible candidates may obtain further information from and inspect the tender documents at **TSC House, Kilimanjaro Road, Upper Hill, Private Bag, Nairobi, Supply Chain Management Services, 2nd floor Podium Wing** during normal working hours.
- 1.3. You may obtain further information at the Procurement office, Teachers Service Commission House, 2nd 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 or <https://tenders.go.ke>
- 1.4. Bidders only need to fill the **Tender Securing Declaration Form**.
- 1.5. Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the **Tender Box at TSC House, Kilimanjaro Road, Upper Hill, ground floor** or be addressed to The Secretary, Teachers Service Commission, Private Bag-00100 *Nairobi* so as to be received on or **Before Friday, 25th October 2019, At 9.00am**
- 1.6. Prices quoted should be net inclusive of all taxes and delivery cost must be in Kenya Shillings
- 1.7. Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the Teachers Service Commission House 3rd floor Podium.
- 1.8. This Tender is divided in to Lots and bidders are advised to submit the bids in different envelopes per lot.

- 1.9. The Bidders are expected to submit an envelope for each Lot addressed with **The Tender Name, Tender Number and Lot Number.**

PLEASE DO NOT MIX DIFFERENT LOTS IN ONE ENVELOP

**DR. NANCY NJERI MACHARIA, CBS
COMMISSION SECRETARY**

SECTION II- INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=

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

2.4. **The Tender Document**

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

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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

2.5 **Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 **Amendment of Documents**

- 2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking

obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

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

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

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

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

2.14 Tender Security (IGNORE)

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

- 2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer’s tender 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.
- 2.14.7 The successful Tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27 or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Tenders**

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The

tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

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

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

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

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

(b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE, **Friday, 25th October 2019, At 9.00am**

2.17.3 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".

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **Friday, 25th October 2019, At 9.00am**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

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

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

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

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

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

2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **Friday, 25th October 2019, At 9.00am** and in the location specified in the Invitation to Tender.

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

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

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

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

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

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

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

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a

substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

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

- 2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) **Post-qualification**

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

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

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

(b) **Award Criteria**

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

(d) **Procuring entity's Right to Accept or Reject Any or All Tenders**

2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

- 2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless this is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

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

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

2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

Appendix to Instructions to Tenderers (ITT)

The following information regarding the particulars of the tender shall complement, supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

ITT REF.	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1	The cost of the manual Tender Document shall be Kshs. 1,000.00
2.2	Tender Validity Period is 150 days from the closing date
2.3	Tender prices shall be quoted in Kenya shillings
2.4	The Tender Security is not required. Bidders only need the Tender Securing Declaration
2.5	<p>The bidder shall submit two (combined Technical and Financial bids) copies of each tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate for each respective LOT.</p> <p><i>NB: Bidders Are Advised to Provide Different Envelope For Each Lot, Each Lot Shall Be Evaluated Separately.</i></p>
2.6	<p>The envelope shall:</p> <p>(a) be addressed to the TSC at the address given in the Invitation to Tender:</p> <p>The Secretary, Teachers Service Commission, Private Bag - 00100, Nairobi.</p> <p>(b) Bear, Tender Number, Tender Name, Lot Number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," Friday 25th October 2019, At 9.00am</p>
2.7	Tenders must be received by the Procuring entity at the address specified not later than date Friday 25th October 2019, At 9.00am
2.8	Opening of the combined technical and financial bids will be done in public at the time of closing the tender.
	Bidders Must Paginate or serialize the whole document continuously from page first to the last page.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

(a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

(c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

(d) "The Procuring entity" means the organization purchasing the Goods under this Contract.

(e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any

specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

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

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

3.6 Patent Rights

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

3.7 Performance Security

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

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

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 **Delivery and Documents**

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

3.11 **Insurance**

- 3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition,

transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

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

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

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

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

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

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

3.19 Language and Law

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

3.20 Force Majeure

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay

in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	A performance security of 1% of the tender sum, in the form of a banker's cheque or guarantee shall be paid within 30 days from the date of notification of award.
3.9.1	Packing of all the equipment will be at suppliers cost.
3.10.1	The goods will be delivered to TSC Headquarters at supplier's cost within a period of 90 days on placing an LPO.
3.12.	Payment shall be made after delivery of goods - either in full or in part.
3.13.1	The prices offered shall be fixed and hold for at one year
3.18.1	The TSC and the tenderer shall make every effort to resolve amicably by direct informal negotiation 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 adjudication in an agreed national or international forum. If adjudication intervention fails, the dispute shall be referred to arbitration by Chartered Institute of Arbitrators (Kenya Chapter).

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

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

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

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

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

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

S/N	ITEM DESCRIPTION	LOT No	QT Y
1	A] Desktop Computer	I	129
	B] Laptop Computers		11
2	A] Keyboards	II	90
	B] Computer Mouse		100

3	A] Cisco WS C2960x 24PS-L with PoE	III	10
	A] Fiber SFP GLH-LH-SMD (1Gps)		10
	A] Cat 6 Network Cables 30 Pcs as follows, 1M (10 Pcs), 3M (10 Pcs), 5m (10 Pcs), 305m Roll		44
	B] Computer Blower		20
4	A] Supply Of LaserJet Pro Mfp M130a Printer & Toners	IV	2
	A] TONER HP (35A) C B435A		6
	A] TONER HP LASER JET C4092A		4
	A] TONER HP O5A		4
5	SUPPLY OF PROJECTORS	V	5
6	A] Digital Camera	VI	1
	B] Digital Camcorder		1

NB: Bidders Are Advised to Submit Different Bids for Each Lot Participated for. Each Lot Should Have Its Own Envelope Addressed as Instructed. The Outer Envelope Should Read the Tender Name, Tender Number and Lot Number.

TECHNICAL SPECIFICATIONS

LOT I : SPECIFICATION

[A]-DESKTOP COMPUTER (129 PCS)

S/N o.	FEATURE	MINIMUM REQUIREMENTS	BIDDER'S OFFER
	Make/Brand	State Brand and model	
1	CPU		
1.1	CPU/ Memory/ Hard Drive	A8th Generation Intel® Core™ i3/4GB/500GB	
1.4	DVD burner	DVD+RW Super Multi drive	
1.6	Networking	Integrated 100/1000 (Gigabit) Ethernet	
1.7	Wireless NIC	Wireless NIC Card	
1.12	Keyboard	USB keyboard	
1.13	Mouse	USB Optical mouse	
2	DISPLAY		
2.1	Display	At least 19" TFT Display Monitor	

3	SOFTWARES		
3.1	Operating System	Licensed Support 64-bit processing. Genuine OS (MS Windows 10 Professional) Provide license key and system utilities (and drivers)	
3.2	Application Software	Licensed MS Office 2016 pro or 2019	
4	WARRANTY		
4.1	Warranty	1 Years Manufacturer's warranty on the computer	

[B] -LAPTOP COMPUTERS (11 PCS)

S/N o.	FEATURE	MINIMUM REQUIREMENTS	BIDDER'S OFFER
1	LAPTOP		
1.1	Processor/ Memory/ Hard drive	8th Generation Intel ® Core™ i7/ 8GB/ 1TB	
1.4	Display	14-inch diagonal Full HD WLED- backlit Display (1920x1080)	
2	SOFTWARES		
2.1	Operating system	Licensed MS Windows 10 Pro	
2.2	Application Software	Licensed Microsoft Office Standard 2016 or 2019	
3	ACCESSORIES		
3.1	Carrying Bag	Carrying Bag	
	Operating specifications	Up to 5 Gb/s with USB 3.0 Up to 480 Mb/s with USB 2.0	
	Backup Software	Required	

**LOT II: SPECIFICATION
A] KEYBOARDS (90 PCS)**

Slim USB Keyboard	Minimum Requirements	Bidder Response
State Make or Brand		
Features	<ul style="list-style-type: none"> - Interacts seamlessly with a full keyboard layout -Easily attachable to any USB port on PC -One year warranty -Compatible across all notebooks and desktops platform with windows vista/7/8/10 and USB port available 	
Weight & Dimensions	<p>Weight Keyboard:1.32lb; Keyboard:0.6kg</p> <p>Dimension Keyboard:1.718*6.83*8.27 in</p>	
ICT Requirement	Bidder to quote as per sample	
Warranty	One year limited warranty	

B] COMPUTER MOUSE (100 PCS)

Optical Mouse	Minimum Requirements	Bidder Response
State Make or Brand		
Features	Interacts seamlessly with a full keyboard layout and a mouse that's designed for either hand.	
Connectivity	Wired USB Interface	
System Requirements	Windows XP, Windows 7(all), Windows 8(all), Windows 10, Linux, IOS	
Pointing Device Resolution	400 DPI	
Weight	0.094Kgs	
Color	Stealth Black	
Dimensions	Height 32mm Width 54mm Depth 114mm	
Warranty	One year limited warranty	

LOT III: SPECIFICATIONS

A] CISCO NETWORK SWITCHES, SINGLEMODE FIBER SFPS AND CABLES

N O	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE(VAT INCL)
1	Cisco WS C2960x 24PS-L with PoE + 1Yr SMARTNET Registered to TSC	10		
2	Fiber SFP GLH-LH-SMD (1Gps)	10		
3	CAT 6 NETWORK CABLES 1M	10		
	CAT 6 NETWORK CABLES 3M	10		
	CAT 6 NETWORK CABLES 5M	10		
4	CAT 6 NETWORK CABLE (305M ROLL)	14		

B] COMPUTER BLOWERS MINIMUM SPECIFICATIONS (20 Pieces)

Features:

- Black & Decker Variable Speed Blower / Vacuum comes equipped with a powerful 530W motor for increased performance and a variable speed control to suit all applications.
- Blower & Vacuum Cleaner.
- Vacuum function for collecting the dust from hard to reach areas such as CPU.

Specifications:

- Voltage: 230V.
- Power: 530W.
- No Load Speed: 0-16000 rpm.
- Air Volume: 3.5m³ / min.
- Cord Length: 3 Meters.

LOT IV: SPECIFICATION

A] SUPPLY OF LASERJET PRO MFP M130A PRINTER & TONERS

	DESCRIPTION	QTY
1	LaserJet Pro MFP M130a Printer	2
2	TONER HP (35A) C B435A	6
3	TONER HP LASER JET C4092A	4
4	TONER HP O5A	4

Specification LaserJet pro MFP m130a Printer - Qty (2)

	Description	Requirement	Bidders Response
1	Print speed black (ISO, A4)	Up to 22 ppm	
2	First page out black (A4, ready)	As fast as 7.3sec	
3	Duty cycle (monthly, A4)	Up to 10,000 pages	
4	Recommended	150 to 1500	

	monthly page volume		
5	Print technology	Laser	
6	Print quality black (best)	Up to 600 x 600 dpi, FastRes 1200 (1200 dpi quality)	
7	Display	ICON LCD	
8	ePrint capability	No	
9	Wireless capability	No	
10	Connectivity, standard	Hi-Speed USB 2.0 port (device)	
11	Network ready	No	
12	Compatible Operating Systems	Windows® 10, 8.1, 8, 7: 32-bit/64-bit, 2 GB available hard disk space, CD-ROM/DVD drive or Internet connection, USB port, Internet Explorer Windows Vista®: 32-bit only, 2 GB available hard disk space, CD-ROM/DVD drive or Internet connection, USB port, Internet Explorer 8 Apple® OS X El Capitan (v10.11), OS X Yosemite (v10.10), OS X Mavericks (v10.9), 1 GB available hard disk space,	
13	Memory card compatibility	No	
14	Memory	128 MB	
15	Maximum Memory	128 MB	
16	Internal Storage	No	
17	Paper handling input, standard	150-sheet input tray	
18	Paper handling output, standard	100-sheet output tray	
19	Duplex printing	Manual duplex	
	Media sizes supported	A4	
		A5	
		A6	
		B5 (JIS)	
20	Media types	Paper (laser, plain, photo, rough, vellum), envelopes, labels, cardstock, postcards	
21	Scanner type	Flatbed	

22	Scan resolution, optical	Up to 600 dpi (colour, flatbed) Up to 1200 dpi (monochrome, flatbed)	
23	Scan size, maximum	215.9 x 297 mm	
24	Duplex ADF scanning	No	
25	Automatic document feeder capacity	No	
26	Digital sending standard features	No	
27	Copy speed (black, normal quality, A4)	Up to 22 cpm	
28	Copy resolution (black text)	600 x 600 dpi	
29	Copy reduce / enlarge settings	25 to 400%	
30	Energy efficiency	ENERGY STAR® qualified	
31	Blue Angel compliant	No	
32		Please refer to the ECI document	
32	Operating temperature range	15 to 32.5°C	
33	Recommended operating humidity range	30 to 70% RH	
34	Minimum dimensions (W x D x H)	398 x 288 x 231.1 mm	
35	Maximum dimensions (W x D x H)	398 x 482 x 387.9 mm	
36	Weight	6.8 kg	
37	Warranty	One-year unit exchange warranty.	

LOT V: PROJECTORS (5PCS)

	MINIMUM REQUIREMENTS	BIDDER RESPONSE
Name Manufacturer & Brand	Bidder to state	
Aspect Ratio	16:9	
Brightness	3400 ANSI Lumens	
Compatible Aspect Ratio	16:9 (native) 4:3 16:10 and LBX compatible	

Connections	2 x HDMI (with HML) VGA-in Composite Audio-in (3.5mm) Audio-out (3.5mm) USB power, RS-232C	
Contrast Ratio	20,000:1	
Display Technology	Single 0.48" DMD S410, DC3 chip DLP	
Projection Screen Size	27.2 in - 299 in	
Keystone Correction	+ 40 degrees Vertical	
Light Source Type	240W	
Light Source Life	15000/12000/10000/3500(Extreme Dimming/Dynamic/Eco/Bright) - 240W	
Maximum Resolution	WUXGA (1920 x 1200)	
Native Resolution	1080P (1920 x 1080)	
Noise Level	27/32dB	
On-Screen Display	Complete on-screen menu adjustment in 26 languages	
Power Supply	AC input 100-240V, 50-60Hz Auto Switching	
Projection Distance	3.9 in - 33.46 in	
Projection Method	Front Rear Ceiling Mounted Tabletop	
Remote Control	Full Size Remote	
Throw Ratio	1.58 - 2.06	
Zoom Type	1.3x optical, 0.8 - 2.0x digital	
3D Capable	Yes	
OPERATION		
Lamp Type	240 Watt	
Lamp Lifecycle	Up to 3500 hrs./ up to 10000 hrs. (economic mode)	
COMPATIBILITY SPECIFICATIONS		

Computer Compatibility	FHD, HD, WXGA, UXGA, SXGA, XGA, SVGA, VGA, Mac	
Video Compatibility	PAL (B,D,G,H,I,M,N,576i/p), NTSC (M,4.43/3.58 MHz, 480i/p), SECAM (B,D,G,K,K1,L) (1080i, 720p)	
Color Support	1.07 Billion colors	
PHYSICAL SPECIFICATIONS		
Dimensions	W x H x D 12.44" x 4.27" x 9.2"	
Security	Security bar Kensington Lock Password protection	
Weight	At least 3.1 Kgs	
Wireless Projection	Capable to project through built in wireless LAN module or plug in	
Color	Black	
Built in Devices	Speakers	
Standard Accessories	AC power cord Remote Control Soft carrying case Batteries for remote Multilingual CD-ROM user's manual Quick start card	
Service & Support	Two years Manufacturer's Warranty & Support	

LOT VI: SPECIFICATION**A] DIGITAL CAMERA**

	MINIMUM REQUIREMENTS					BIDDER RESPONSE
	DIGITAL CAMERA					
N O	DESCRIPTION	QTY	UNIT PRICE	TAXE S	TOT AL PRIC E	Yes/No
1. 1	EOS 6D MARK II DSLR	1				
1. 2	Lens EF 24-105mm f/4L IS II USM	1				
1. 3	Essential SanDisk 32GB Memory Card	2				
1. 4	Manfrotto 290 extra Tipod	1				
1. 5	Extra EOS 6D MARK II Battery	1				
1. 6	Speedlite 600EX II-RT Flash	1				
1. 6	Branded Camera Carry Bag to match camera	1				

B] DIGITAL CAMCORDER

2	DIGITAL CAMCORDER					
2. 1	XA15 C with (XA15/XA11, Handle Unit HDU-1, Lens Hood with Lens Barrier, Compact Power Adaptor CA-570, Mic Holder, Battery Pack BP-820)	1				
2. 2	Essential SanDisk 32GB Memory Card	2				
2. 3	Extra XA15 C Battery	1				
2. 4	Branded Camcorder carry bag to match Camcorder	1				

5.2 EVALUATION CRITERIA

5.2.1. MANDATORY REQUIREMENTS

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	
MR4	Valid business license permit from county Government	
MR5	Must fill up, signed and stamped declaration form that they will not engage in any corrupt practice	
MR6	Must Fill, sign and stump the Form of Tender in the Format provided	
MR7	Evidence of physical address (attach documentary evidence in form of payment for utilities e.g. water bills or electricity bills)	
MR8	Must provide duly filled Confidential Business Questionnaire	
MR 9	Must attached the letter of authorization/dealership from the manufacturer. Applies to LOT I, LOT II and LOT IV	
MR 10	Must Fill, sign and stamp the Price Schedule in the format provided	
MR 11	Must attach CR12 or CR13 for a sole proprietor form from the Registrar of Companies and copies of ID cards for the Directors	
MR 12	Must provide a written commitment of warranty period for one year (Lot I, & IV)	
MR 13	Must fill, sign and stump the Tender Securing Declaration Form.	
MR 14	Must provide a Valid Certificate of registration for disadvantaged groups AGPO from the National Treasure	

NB: After the above evaluation of the tenders, those tenders that shall not have been successful shall be declared Non responsive and will be eliminated from the evaluation process and will therefore, not be considered for financial evaluation.

Financial Evaluation			
		Yes	No
1.	Certified copies of bank statement covering a period of one (1) year for 2018-2019		
2.	Filled price schedule		

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

Teachers Service Commission will conduct due diligence on the documentary evidence submitted by the tenderer. The determination will take into account the tenderer's financial and technical capabilities and other information as TSC deems necessary and appropriate.

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.

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.

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SECTION VI - PRICE SCHEDULE

LOT No.

S/No	Item Description	Quantity	Unit Price (VAT Incl.)	Total Price (VAT Incl.)	Delivery Timeline

BIDDER'S NAME

BIDDER'S SIGNATURE

STAMP

DATE

SECTION VII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender- The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form -When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form -The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

7.1 **FORM OF TENDER**

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

Official Stamp

7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 - General:

Business Name

 Location of business premises.


 Plot No..... Street/Road

 Postal Address Tel No. Fax
 E mail

Nature of Business

 Registration Certificate No.

 Maximum value of business which you can handle at any one time -
 Kshs.
 Name of your bankers Branch

	<p style="text-align: center;">Part 2 (a) - Sole Proprietor</p> <p>Your name in full Age Nationality Country of origin  Citizenship details </p>												
	<p style="text-align: center;">Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> </tr> <tr> <th style="text-align: left;">Citizenship Details</th> <th style="text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.
Name	Nationality												
Citizenship Details	Shares												
1.												
2.												
3.												
4.												

TENDER-SECURING DECLARATION (MANDATORY)

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

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

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

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

Dated on _____ day of _____, _____ *[insert **date of signing**]*

Official Stamp

Corporate Seal (where appropriate)

7.4 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 goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [*contract price in words and figures*] (hereinafter called "the Contract Price).

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 tender hereby covenants with the Procuring entity to provide the goods 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 provisions of the goods 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

TEACHERS SERVICE COMMISSION

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____)

(Amend accordingly if provided by Insurance Company)

Official Stamp

7.5 PERFORMANCE SECURITY FORM(IGNORE)

To
[name of 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 of goods]* (hereinafter called "the Contract").

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]



[date]

Official Stamp

7.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Procuring entity]

[name of tenderer]

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 institutions], 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 there-under 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 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 Stamp

7.7 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 Stamp

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

7.8 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.

TEACHERS SERVICE COMMISSION

-
-
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

7.9 INTEGRITY DECLARATION

I/We/Messrs.....
of Street/avenue, Building, P. O. BoxCode ...
..., 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.....

7.10 NON-DEBARMENT STATEMENT

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

Dated this day of 20.....

Authorized Signature.....

Official Stamp

Name and Title of Signatory.....

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

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

TEACHERS SERVICE COMMISSION

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

SIGNED
Board Secretary
Official Stamp