

TEACHERS SERVICE COMMISSION



OPEN NATIONAL TENDER

(RESERVED FOR YOUTHS)

**PROVISION FOR MAINTENANCE OF BIOMETRIC TIME
MANAGEMENT SYSTEM**

TWO YEARS FRAMEWORK CONTRACT

TENDER NUMBER: TSC/T/023/2019-2021

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

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

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CLOSING DATE:

WEDNESDAY 9TH OCTOBER, 2019 AT 9.00 AM

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SECTION I - INVITATION TO TENDER

Tender REF No: TSC/T/023/2019-2021

Tender name: Provision for Maintenance of Biometric Time Management System

- 1.1 The Teachers Service Commission (TSC) invites sealed tenders from eligible candidates for the **Maintenance of Biometric Time Management System**
- 1.2 Interested eligible candidates may obtain further information and inspect the tender documents from **Supply Chain Management Section, 2nd Floor Podium Wing, Teachers Service Commission House, Kilimanjaro Road Upper Hill** during normal office working hours. Bidders only need to fill the **Tender Securing Declaration Form**.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs.1, 000.00** in cash or bankers cheque payable to **The Secretary, Teachers Service Commission**. The Tender documents may also be downloaded from TSC website (www.tsc.go.ke). Tender documents downloaded from the website are free of charge.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at **TSC House Podium Wing, Main Reception Ground Floor** or be addressed to **The Secretary, Teachers Service Commission, P.O Box -00100, Nairobi** so as to be received on or before **WEDNESDAY 9TH OCTOBER, 2019 AT 9.00 AM**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend at **Teachers Service Commission House, 3rd Floor Podium Wing**.

COMMISSION SECRETARY

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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 Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The TSC's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the TSC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the 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 the 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 be Kshs. 1,000/=
- 2.2.3 The TSC shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of Insurance Cover

- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the TSC by post, fax or by email at the TSC's address indicated in the Invitation for tenders. The TSC 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 the tenders, prescribed by the TSC. Written copies of the TSC response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The 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.

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

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the TSC, for any reason, whether at its own initiative or in response to a clarification

2.5.2 Requested by a prospective tenderer, may modify the tender documents by issuing and **addendum**.

2.5.3 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.4 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the TSC, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

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 the 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

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

2.8. Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price 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 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

2.11.1 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 it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the TSC's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security (To Attach a Tender Securing Declaration Form)

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.12.2 The tender security shall not exceed 2 per cent of the tender price.

2.12.3 The tender security is required to protect the TSC against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the TSC as non-responsive, pursuant to paragraph 2.20.5

2.12.6 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.

2.12.7 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

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be **rejected by the TSC as non-responsive.**

2.13.2 In exceptional circumstances, the TSC may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

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

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

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

2.15 Sealing and Marking of Tenders

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

2.15.1.1 The inner and outer envelopes shall:

- (a) be addressed to the TSC at the address given in the Invitation to Tender.
- (b) bear tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE **WEDNESDAY 9TH OCTOBER, 2019 AT 9.00 AM.**”

2.15.2 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”.

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

2.16. Deadline for Submission of Tenders

2.6.1 Tenders must be received by the TSC at the address specified under paragraph 2.15.2, and must comply with the deadline of **WEDNESDAY 9TH OCTOBER, 2019 AT 9.00 AM**

2.16.1 The TSC may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the TSC and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.2 Bulky tenders which will not fit the tender box shall be received by the procuring entity 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 tenders, is received by the TSC prior to the deadline prescribed for 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 fax or email 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.

2.17.5 Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

2.18.1 The TSC will open all tenders in the presence of tenderers' representatives who choose to attend, at **TSC House 3rd Floor Podium Wing**. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.18.2 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 TSC, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The TSC will prepare minutes of the tender opening, which will be submitted to 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 TSC may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the 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 The TSC 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.

2.20.2 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 forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

2.20.3 The TSC may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation

2.20.4 Provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.5 TSC Prior to the detailed evaluation, pursuant to paragraph 2.20, the TSC will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the TSC's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

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

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

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a) Operational Plan

(i) The 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 procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price.

Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.23. Contacting the TSC

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

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

2.24 Post-qualification

2.24.1 The TSC will verify and 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 financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the TSC deems necessary and appropriate

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

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the TSC will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 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.

2.26. TSC's Right to accept or Reject any or all Tenders

2.26.1 The 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 TSC's action. If the TSC determines that none of the tenders is responsive, the TSC shall notify each tenderer who submitted a tender.

2.26.2 The 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.

2.26.3 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.

2.27 Notification of Award

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

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the TSC pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the TSC will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

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

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

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 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.

2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the TSC.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the TSC may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 The 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.

2.30.2 The 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

2.30.3 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 the procurement of insurance services shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

ITT	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: National Open tender in MAINTENANCE OF BIOMETRIC TIME MANAGEMENT SYSTEM
2.2.2	Hard copy tender documents will be issued at a cost of Kshs.1,000.00.Alternatively,tender documents can be downloaded from www.tsc.go.ke free of charge
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required. Refer the Evaluation Criteria
2.12.2	Particulars of tender security if applicable. MUST fill the Tender Securing Declaration form.
2.13	Validity of Tenders: Tenders Shall remain valid for 120 days up from date of opening
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Unit.
2.22	<p>Evaluation Criteria</p> <p>The following requirements must be met by the tenderer not withstanding other requirements in the tender documents: -</p>

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 Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the TSC’s prior written consent, disclose the Contract, or any provision thereof, 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 contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the TSC's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the TSC and shall be returned (all copies) to the TSC on completion of the contract's or performance under the Contract if so required by the TSC.

3.5. Patent Rights

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

3.6 Performance Security

3.6.1 Within **thirty (30) days** of receipt of the notification of Contract award, the successful tenderer shall furnish to the TSC the performance security where applicable in the amount specified in SCC

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

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

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

3.6.4 The performance security will be discharged by the TSC and returned to the Candidate not later than **thirty (30) days** following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract.

3.8. Payment

- 3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.8.2. Payment shall be made promptly by the TSC, but in no case later than sixty **(60) days** after signing of the contract.

3.9. Prices

- 3.9.1 Prices charges 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 quoted by the tenderer in its tender or in the TSC's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10. Assignment

- 3.10.1 The Contractor 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

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

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

3.11.2 In the event the 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 un-delivered and the Contractor shall be liable to the TSC for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 The TSC may at any time 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 prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the TSC

3.13. Termination for Convenience

3.13.1 The TSC by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the 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 the TSC may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 The TSC and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

3.15.1. 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. Applicable Law

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

3.17 Force Majeure

3.17.1 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.

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

EVALUATION CRITERIA

a) Mandatory Requirements (MR)

No.	Requirements	Responsive or Not Responsive
MR1.	Must Submit a copy of certificate of Registration/Incorporation	
MR2.	Must Submit a copy of Valid Tax Compliance certificate (Attach a snapshot of TCC Checker from KRA website)	
MR3.	Must Fill the Price Schedule in the format provided in the tender document	
MR4.	Must submit dully Filled, signed and stamped the Form of Tender in the Format provided in the tender document	
MR5.	Must fill the Tender Securing Declaration in the format provided.	
MR6.	Must submit a dully filled, signed and stamped Confidential Business Questionnaire in the format provided	
MR7.	Must attach Site Visit Survey certificate duly signed and stamped by both TSC representative and the bidders' representative.	
MR8.	Must submit a Valid CR12 from Registrar of Companies and Copies of IDs for Director(s).	
MR9.	Must submit dully filled, signed and stamped non-corruption pledge in the format provided in the tender document.	
MR10.	Must submit dully filled, signed and stamped non-debarment statement in the format provided in the tender document	
MR11.	Must submit dully filled, signed and stamped integrity declaration form in the format provided in the tender document	
MR12.	Must submit a valid County Business permit for 2019	
MR13.	Must submit dully filled, signed and stamped Tender Securing Declaration form.	
MR14	The bidder Must paginate the tender document from the 1 st page to the last page	

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

2. TECHNICAL EVALUATION CRITERIA

Dealership	The bidders MUST provide Dealership Certificate				10																			
Qualified Key Personnel's	Provide CVs & copies of ICT or Engineering Certificates of at least 2 technical staff with at least 3 years' experience in similar assignment. - with a. CVs. Detailing the relevant field – (2marks) x2 - with a. BSc. Degree in relevant ICT field – (3marks) x2 - Each Year of Experience@ 2 marks. Total: -(3marks)x2				16																			
Reference sites	The bidder MUST demonstrate relevant experience in installation and maintenance of Biometric Component Systems. Provide proof of similar works done in the last 4years (Attach LSO's, Contract agreements or Completion certificates as evidence from at least 3 clients, signed by the clients) 10marks per ref site				30																			
Methodology of Maintenance	The Contractor shall be responsible for all of the maintenance necessary to ensure that the complete Biometric system (including repair of faulty equipment such as Hardware and software's) as specified in this Maintenance Agreement achieves a constant high quality operation. The Contractor is required here to state clearly how they will carry out ALL maintenance activities to be conducted in accordance with the equipment manufacturer's guidelines, recommendations, and good working practices.				20																			
Replacement of Spares Parts	The Contractor MUST attach Detailed list of likely replaceable spare parts.				6																			
Problem response and resolution	<table border="1"> <thead> <tr> <th>Measurement</th> <th>Definition</th> <th>Level of problem</th> <th>Bidders Response time</th> <th>Scores</th> </tr> </thead> <tbody> <tr> <td rowspan="3">Problem response time</td> <td rowspan="3">Time lapse between notification of problem and response time</td> <td>High priority</td> <td></td> <td>3</td> </tr> <tr> <td>Middle priority</td> <td></td> <td>3</td> </tr> <tr> <td>Low priority</td> <td></td> <td>3</td> </tr> </tbody> </table>	Measurement	Definition	Level of problem	Bidders Response time	Scores	Problem response time	Time lapse between notification of problem and response time	High priority		3	Middle priority		3	Low priority		3			9				
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<u>N/B.</u> Bidders with the shortest Problem response and resolution TIME shall score the highest marks.																								
TOTAL					100																			

- Financial Evaluation will be subjected to firms with 75 and above marks on
- Technical score.
- Financial Evaluation: – Will be based on the lowest Evaluated Bidder.

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

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.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
2.25 Award Criteria	<i>Tender will be awarded to the firm with the highest combined Technical and Financial Score</i>
3.6 Performance security	<i>Performance security required will be 10% of the contract value. Must be in form of bank guarantee recognized in Kenya. Performance Bond MUST be paid with effect from the date of notification of Award.</i> <i>NOTE: You will not be allowed to sign the contract agreement before submission of the Performance Contract.</i>
3.8 Payment	<i>Payment shall be made after signing of the contract.</i>
3.9 Prices	<i>The prices offered shall be fixed for the period stated in the Tender Invitation.</i>
3.14 Resolution of disputes	<i>In case of a dispute between the TSC and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.</i>
3.16 Applicable Law	<i>This shall remain Kenyan Law</i>
3.18 Notices	<i>Client: The Secretary Teachers Service Commission</i> <i>Private Bag-00100</i> <i>Tel: 020-2892000</i> <i>E-mail: ddprocurement@tsc.go.ke</i>
2.16 Submission of Tenders	<i>Submission of Bids must comply with the submission deadline of WEDNESDAY 9TH OCTOBER, 2019 AT 9.00 AM</i>

SECTION V ~ SCOPE OF WORK

SPECIFICATIONS FOR MAINTENANCE OF BIOMETRIC TIME MANAGEMENT SYSTEM

SPECIFICATIONS-

1. Main Activities

- a) Do quarterly preventative maintenance as schedule.
- b) Provide Periodic software and firmware updates, upgrades and backups to the systems.
- c) Provide routine maintenance check and technical service to the installed (22) Biometric Readers/terminals, 1-host server system running the attendance management software and hardware, 10-Power Supply Units (Power packs),
- d) Work closely with the client in a bid to prepare, implement and/or support possibilities for technical system upgrade and integrations with HRMIS leave system.
- e) Conduct checks for problems or challenges experienced by the system administrators and users for possible corrections to ensure smooth running of the system.
- f) Carry out visual and technical inspections where accessible for signs of deteriorations or damage and rectify as necessary.
- g) Conduct periodic technical and user management trainings to the client accordingly.
- h) Provide data in two format raw and analyzed for each service area.
- i) Provide quarterly maintenance reports

2. Scope of Works/Service

The service contractor shall be responsible for;

- a) Cleaning, blowing, repairs, replacements and/or backup of the hardware or software units as per the schedule shown below.

No.	Item Description	Quantity
1.	Biometric–fingerprint Time Attendance terminals	22
2.	Biometric–Facial recognition attendance terminals	4
3.	Time attendance management software with remote /client connections	1
4.	Time attendance Management Hardware(Host) server	1
5.	Backup power supply units (Power packs)	10
6.	Network infrastructure	lot

- b) Hardware units in operation shall be cleaned (inside and outside),
- c) Preventative maintenance shall be carried out during working hours,
- d) Schedule of Response

Measurement	Definition	Performance Target
Problem response time	The time lapse between when TSC notify Contractor of a fault and when Contractor respond time	High Priority: 1 hour Medium Priority:2 hours Low Priority: 6 hours
Problem Resolution Time	The time lapse between Contractor respond to a fault and the time of resolution of fault	High Priority:6 hours Medium Priority: 12 hours Low Priority:1 day

- e) Where faults have been discovered the provider should repair the malfunction;
- f) Conducting additional configurations on existing system in order to enhance the required services as and when requested subject to approval by TSC. The additional configuration includes: -

- Additional configurations on existing system;
 - Hardware upgrade on existing system;
 - Software upgrade on existing system;
 - Subsequent integration with HRMIS systems;
- g) Provide possible alternative solution to the entire system in cases where the critical hardware-power supply unit, fingerprint and facial recognition biometric reader units that have malfunctioned within reasonable time without adversely affecting the organization's business processes;
- h) In cases where hardware breakdown requires replacement, **Contractor** shall be able to provide a compatible replacement of the same as soon as possible without adversely affecting the organization's business processes based on the unit rates of replaceable parts and items schedule and upon approval of the cost of the part replacement by **TSC**;
- i) Ensure optimum performance is attained from the systems ensuring that usable data and information are being recorded at all times under normal environmental conditions;
- j) Undertake services in such a manner that disruption of normal office working programs is minimal;
- k) Undertake to rectify any damage caused to **TSC** during service by its technicians or agents; and where the material used for rectification is not acceptance in terms of specifications or accepted service practices, **Contractor** shall replace or repairs the specific item at its own cost.

SECTION VI ~ STANDARD FORMS

Notes on the standard 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. **Price Schedule Form** ~ The price schedule form must similarly be completed and submitted with the tender.
3. **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.
4. **Confidential Business Questionnaire Form** ~ This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** ~ When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Performance security Form** ~ The performance security form should not be completed by the tenderer 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.

FORM OF TENDER

Date _____
Tender No. _____

To:

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

Dated this _____ day of _____ 20_____

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

Name of Tenderer:

Tender Number: **TSC/T/023/2019-2021**

S/No.	ITEM DESCRIPTION	TOTAL PRICE IN Kshs. <u>per quarter</u>	TOTAL PRICE IN Kshs. <u>per annum</u>	REMARKS
01	Comprehensive Maintenance of Biometric Time Management System			

N/B.

1. Annual Total Price quoted should be inclusive of all taxes.
2. Payment shall be made in four equal quarters during the contract period. (i.e. after each quarterly routine service.)

Name of the Tenderer.....

Signature.....

Official Rubber stamp

SEPTEMBER 2019

TEACHERS SERVICE COMMISSION



SITE VISIT FORM:

Name of the Bidder.....

AREA	DETAILS	PLEASE TICK (√) IF VISITED

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

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

Official Stamp

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

Official Stamp

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 _____.

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.

<p>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No,Street/Road</p> <p>Postal addressTel No.Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch</p>

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details.....</p>
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	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship details</th> <th style="width: 15%;">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.																						

	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.....</p> <p>Issued Kshs.....</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship details</th> <th style="width: 15%;">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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1.																						
2.																						
3.																						
4.																						

	<p>Date.....Signature of Candidate.....</p>
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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.....

NON-DEBARMENT STATEMENT

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

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

Authorized Signature.....

Official Stamp.....

Name and Title of Signatory.....

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]

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

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

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

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

This guarantee is valid until the ____ day of
20_____

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

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

.....

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

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 of20.....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. .

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