

TEACHERS SERVICE COMMISSION



TENDER DOCUMENT FOR PROCUREMENT OF SERVICES

PROVISION OF GARBAGE COLLECTION

TSC/T/02/2018-2019

DISADVANTAGED GROUP (WOMEN ONLY)

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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SECTION I ~ INVITATION TO TENDER

TENDER NAME: PROVISION OF GARBAGE COLLECTION SERVICES.

TENDER NUMBER: TSC/T/02/2018-2019

- 1.1 The Teachers Service Commission invites sealed tenders from eligible candidates **disadvantaged group (Women Only) for the Provision of Garbage Collection services.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Teachers Service Commission House Kilimanjaro Road Upper Hill, 2nd Floor Podium Wing during normal working hours. Bidders only need fill the Tender Securing Declaration.
- 1.3 Bidders may obtain further information, inspect and obtain tender documents at the Procurement office, Teachers Service Commission House, 2nd Floor, Podium Wing. A complete hard copy tender document may be obtained by interested candidates upon payment of a non- refundable fee of **Kshs. 1,000.00** in cash or bankers cheque payable to **The Secretary, Teachers Service Commission;** and attach a copy of receipt to the Tender Document. Alternatively, the document may be downloaded for free from the TSC websites by visiting www.tsc.go.ke.
- 1.4 Prices **quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings.**
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and tender name and be deposited in the tender box provided at the **Teachers Service Commission House, Podium wing, 3RD floor,** or be addressed and posted to **The Secretary, Teachers Service Commission, Private Bag - 00100, Nairobi** to be received on or before **Tuesday 16 TH October 2018, at 11.00am.**
- 1.6 **A mandatory site visit shall be held in the TSC Headquarter on Monday, 8TH October 2018 at 10.00am.**
- 1.7 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at **Teachers Service Commission House, 3rd Floor Podium Wing.**

CHIEF EXECUTIVE OFFICER/ COMMISSION SECRETARY

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2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible (Women only) as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. TSC's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed **Kshs. 1,000/=**
- 2.2.3 TSC shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender securing declaration form
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify TSC in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. TSC will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by TSC. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.2. 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 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 requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the TSC, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

- 2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and 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

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 8, 9,10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12 (Optional for reserved groups)
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 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 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.

c) Such insurance guarantee approved by the Authority.

d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

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

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

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

or

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

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

or

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

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after 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.

2.13.2 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 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

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

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

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

2.15 Sealing and Marking of Tenders

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

- (a) be addressed to TSC at the address given in the invitation to tender
- (b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE TUESDAY 16TH OCTOBER, 2018 AT 11.00 A.M.”**

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 2.15.1, the TSC will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by TSC at the address specified under paragraph 2.15.1 no later than 11.00 a.m. on TUESDAY 16TH OCTOBER, 2018

2.16.2 TSC may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of TSC and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the 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 tender’s is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

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

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

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

2.17.5 TSC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

2.18 Opening of Tenders

- 2.18.1 The TSC will open all tenders in the presence of tenderers representatives who choose to attend, at **11.00 a.m. on TUESDAY 16TH OCTOBER, 2018.** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 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.
- 2.18.3 TSC will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence TSC in the TSC's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 TSC will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 TSC may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 22, 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 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.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by TSC and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 TSC's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

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 TSC's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

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

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

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

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

2.23. Contacting the procuring entity

- 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 tenderer's tender.

2.24 Award of Contract

a) Post qualification

- 2.24.1 In the absence of pre-qualification, TSC will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity 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 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

- 2.24.4 Subject to paragraph 2.22 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.5 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 action. If TSC determines that none of the tenderers is responsive; TSC shall notify each tenderer who submitted a tender.
- 2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, TSC will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and TSC pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, the TSC will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

- 2.26.1 At the same time as the TSC notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security (Ignore for Disadvantaged Group-Women Only)

- 2.27.1 Within **thirty (30)** days of the receipt of notification of award from TSC, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the TSC.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event TSC may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 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.
- 2.28.2 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;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in Public Procurement in Kenya.

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

- 2.29.1 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.
- 2.29.2 The TSC shall give prompt notice of the termination to the tenderers and on request give for termination within 14 days of receiving the request from any tenderer.
- 2.29.3 A tenderer who gives false information in the tender document about is 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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instructions to Tenderers	Particulars of Appendix to Instructions to Tenderers																												
2.1	Particulars of eligible tenderers: Disadvantaged Groups (Women Only) in Cleaning Business or in instances of Joint Venture where the said disadvantaged group is the lead partner																												
2.2.2	Price to be charged for tender documents. Kshs. 1,000 , or the document can be downloaded from the TSC website: 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 to the Evaluation Criteria																												
2.12.2	Particulars of tender security if applicable. Disadvantaged group (Women only) bidders only need fill the Tender Securing Declaration																												
2.13	Validity of Tenders: Tenders Shall remain valid for a period of 150 days from the 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 notwithstanding other requirements in the tender documents: -</p> <p>a) Mandatory Requirements (MR)</p> <table border="1" data-bbox="363 1213 1442 1919"> <thead> <tr> <th data-bbox="363 1213 483 1318">No.</th> <th data-bbox="483 1213 1224 1318">Requirements</th> <th data-bbox="1224 1213 1442 1318">Responsive or Not Responsive</th> </tr> </thead> <tbody> <tr> <td data-bbox="363 1318 483 1386">MR1</td> <td data-bbox="483 1318 1224 1386">Must Submit a copy of certificate of Registration (AGPO/Women)</td> <td data-bbox="1224 1318 1442 1386"></td> </tr> <tr> <td data-bbox="363 1386 483 1478">MR 2</td> <td data-bbox="483 1386 1224 1478">Must submit a copy of Valid copy of certificate of Incorporation/Registration</td> <td data-bbox="1224 1386 1442 1478"></td> </tr> <tr> <td data-bbox="363 1478 483 1512">MR3</td> <td data-bbox="483 1478 1224 1512">Must Submit a certified copy of PIN Certificate</td> <td data-bbox="1224 1478 1442 1512"></td> </tr> <tr> <td data-bbox="363 1512 483 1579">MR4</td> <td data-bbox="483 1512 1224 1579">Must Submit a copy of Valid Tax Compliance Certificate</td> <td data-bbox="1224 1512 1442 1579"></td> </tr> <tr> <td data-bbox="363 1579 483 1646">MR5</td> <td data-bbox="483 1579 1224 1646">Must submit a copy of NSSF compliance certificate or evidence of registration.</td> <td data-bbox="1224 1579 1442 1646"></td> </tr> <tr> <td data-bbox="363 1646 483 1789">MR6</td> <td data-bbox="483 1646 1224 1789">Must provide details of physical address and contacts of administrative office indicating county of operation with copy of title or lease documents with latest utility bill</td> <td data-bbox="1224 1646 1442 1789"></td> </tr> <tr> <td data-bbox="363 1789 483 1890">MR7</td> <td data-bbox="483 1789 1224 1890">Must submit copy of NHIF compliance certificate or evidence of remittance of employees NHIF contributions.</td> <td data-bbox="1224 1789 1442 1890"></td> </tr> <tr> <td data-bbox="363 1890 483 1919">MR8</td> <td data-bbox="483 1890 1224 1919">Must submit a valid Business Permit</td> <td data-bbox="1224 1890 1442 1919"></td> </tr> </tbody> </table>		No.	Requirements	Responsive or Not Responsive	MR1	Must Submit a copy of certificate of Registration (AGPO/Women)		MR 2	Must submit a copy of Valid copy of certificate of Incorporation/Registration		MR3	Must Submit a certified copy of PIN Certificate		MR4	Must Submit a copy of Valid Tax Compliance Certificate		MR5	Must submit a copy of NSSF compliance certificate or evidence of registration.		MR6	Must provide details of physical address and contacts of administrative office indicating county of operation with copy of title or lease documents with latest utility bill		MR7	Must submit copy of NHIF compliance certificate or evidence of remittance of employees NHIF contributions.		MR8	Must submit a valid Business Permit	
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MR 2	Must submit a copy of Valid copy of certificate of Incorporation/Registration																												
MR3	Must Submit a certified copy of PIN Certificate																												
MR4	Must Submit a copy of Valid Tax Compliance Certificate																												
MR5	Must submit a copy of NSSF compliance certificate or evidence of registration.																												
MR6	Must provide details of physical address and contacts of administrative office indicating county of operation with copy of title or lease documents with latest utility bill																												
MR7	Must submit copy of NHIF compliance certificate or evidence of remittance of employees NHIF contributions.																												
MR8	Must submit a valid Business Permit																												

MR 9	Duly filled and signed Site visit form by the appointed TSC representative.	
MR 10	Must submit a duly Filled, signed and stumped Price Schedule in the format provided	
MR 11	Must submit a dully filled, signed and stamped Confidential Business Questionnaire in the format provided	
MR 12	Must Fill the Form of Tender in the Format provided	
MR 13	Must fill the tender securing declaration as provided	
MR 14	Must provide a sworn affidavit for Non-Debarment Statement	
MR 15	Must provide a sworn affidavit for Non-corruption Pledge	
MR 16	Bidders MUST show Evidence of ownership of the garbage collection trucks and other relevant Equipment's	
MR 17	Must Submit Waste Disposal Permit By County Government or any other relevant Authority	
MR 18	Must provide current CR12 form	
MR 19	All the above documents must be certified by the commissioner of oaths	

NB:

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.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
----------------------------------	---

b) Technical Scores

Technical Evaluation will be as follows:

No.	Evaluation Attribute	Max. Score	scores
1.	Organizational profile – i. Background of organization (5 marks), ii. Organizational Chart showing titles / roles of different persons to be involved in this project. (10 marks)	15	
2	Must submit last 12 Months bank statements showing a healthy balance. (Up to April 2018) OR Provide evidence of access to financial funding to facilitate this contract (10 marks)	10	
4	Number of years in garbage collection business. Each year of experience @ 3 marks, Max points = 15	15	
5	Provide at least 6 documentary evidences in form of LPOs, award letters, contracts etc. to which the company has offered similar services in the last 3 years.	30	

		(Each document 5 marks, Max=30 points) Bidders must ALSO use the format provided in Section 5: Schedule of Requirements.		
	6	Provide evidence of having employed at least Five (5) staff at any given time. Each 2 marks	10	
		Equipment: state the equipment to be used in this line of work. Each relevant equipment@2 mark, Max 5 marks.	10	
		Outline the garbage collection Methodology (Not more than one page)	10	
	7	All the above documents must be certified by commissioner of oaths.		
		TOTAL	100 %	
	<p>NB: Only bidders who score 70 marks and above will be subjected to financial evaluation. Those who score below 70 marks will be eliminated at this stage from the entire evaluation process and will not be considered further.</p> <p><i>c) Financial score (F.S.)</i> Formula for Determining the Financial Score: The Lowest Financial Evaluated PRICE amongst the bidders with score of 70 points and above is to be recommended for award.</p>			
2.24	Particulars of post – qualification if applicable. TSC may inspect the premises and interview management to confirm information given			
2.24.4	Award Criteria: Award will be made to the bidder with the lowest Evaluated price			

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3.1 Definitions

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 contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Standards

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

3.4 Patent Right's

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

3.5 Performance Security

- 3.5.1 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 Special Conditions of Contract.

- 3.5.2 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.
- 3.5.3 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) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.5.4 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 tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

- 3.6.1 The TSC or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the TSC may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

- 3.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.8 Prices

- 3.8.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

3.9.1 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.

3.10 Termination for Default

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by 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.

3.10.2 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 undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.11 Termination for insolvency

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

3.12 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 procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 Resolution of disputes

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

3.13.2 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.

3.14 Governing Language

3.14.1 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.

3.15 Force Majeure

3.15.1 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.

3.16 Applicable Law.

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

3.17 Notices

3.17.1 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 E-mail and confirmed in writing to the other party's address specified in the SCC

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

3.18 Use of Contract Documents and Information

3.18.1 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.

3.18.2 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.

3.18.3 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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: 1% of total contract price for one year.
3.7	Specify method Payments. Payments shall be made at the end of each quarter upon receipt of invoice.
3.8	Specify price adjustments allowed. None
3.14	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses of both parties. Client: Teachers Service Commission P. O. Box Private Bag-00100 Nairobi Bidder's Address:

5.1 Bidder's Experience Requirements

Potential suppliers are required to submit details of at least six (6 No.) organisations where they have undertaken similar services in the format given below. This is so that references may be obtained. Ensure you have provided reference letters from the organisations duly signed and stamped by the relevant officer. The reference letters must be in the organisations letterheads.

FIRMS REFERENCES

No	Contract Information	Details
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Name of company	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Name of company	
	Name of contact person	
4	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Name of company	
	Name of contact person	
5	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
6	Name of company	
	Name of contact person	

	Designation	
	Telephone number	
	e-mail address	
	Name of company	
	Name of contact person	
	Designation	

Ensure you have provided reference letters for ALL the above organizations, duly signed and stamped by the relevant officer.
The reference letter **MUST** be on the Organizations letterhead.

SECTION VI - DESCRIPTION OF SERVICES/ SPECIFIC TASKS

DESCRIPTION OF SERVICES

- i. Garbage collection and disposal at the commission's premises shall be done between 6.30 a.m. and 7.30 a.m. during office hours on Monday, Wednesday and Friday every week.

Work shall be deemed to have been done upon collection of all the garbage at the chute on each collection day. Collection registers and checklists shall be the instruments used for this purpose.

- ii. The Service Provider shall provide own Garbage Trucks which shall be covered with canvass to prevent spillage on transit and also comply with respective County Governments regulations or other relevant organizations.
- iii. **The successful company shall provide to their staff the necessary equipment, tools and materials to enable them carry out the work in a professional way.**
- iv. **The equipment and tools include but not limited to following, which shall be available for inspection: ~**
 - a) A distinctively masked working uniform and badges, which they should wear all the time while within the premises.
 - b) Cleaning detergents and disinfectants
 - c) Uniforms, Hand gloves, Gum boots, wheelbarrows etc.
 - d) Soft brooms, hard brooms, scrubbing brushes
 - e) Garbage collection trucks.
 - f) Any other tool that the contractor requires for the smooth execution of this contract in a professional way, in order for it to be a success

SPECIFICATIONS FOR PROVISION OF GARBAGE COLLECTION SERVICES

	Description of Requirement (Scope of Work)	Frequency (No. Of Times)
1	Collection of disposable materials and other refuse discarded through the chute onto the garbage houses/rooms	Three times in a week
2	Thorough cleaning of the area/space occupied by garbage on collection date	Three times in a week
3	Disposal of the collected refuse to sites approved by the City Council and other relevant authorities	Three times in a week
4	Disinfection and cleaning of the garbage house/rooms by spraying with pesticides and other disinfectants to get rid of foul smell, pests and rodents	Three times in a week
5	Unblocking the refuse chute whenever it is blocked(where applicable)	Where applicable
6	Collection of any other disposable material as may be recommended by the Commission	Three times in a week

Note: The Contractor shall perform these services with the highest standard of professional and ethical competence

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

SECTION VII - 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.
6. **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.
7. **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.

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FORM OF TENDER

Date _____
Tender No. TSC/T/02/2018-2019

To: **The Secretary,
Teachers Service Commission,
P. O. Box Private Bag -00100
NAIROBI.**

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[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 *[As per the price Schedule]*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 (Procuring entity).
4. We agree to abide by this Tender for a period of *[insert 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 subject to the signing of the contract by both parties.

Dated this _____ day of _____ 2018

[signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

No.	Services Required	Total Price Per Quarter (Kshs)	Total Price Per Annum (Kshs)	Remarks
1.	Garbage Collection at the TSC House			

NB:

The supplier should indicate the cost that is necessary to meet the requirements of TSC.

The price quotation shall include all applicable taxes

Signature and Rubber Stamp of tenderer _____

CONTRACT FORM

THIS AGREEMENT made the ___day of _____20___between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

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 address Tel No.</p> <p>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>

Part 2 (a) – Sole Proprietor			
Your name in full.....Age.....			
Nationality.....Country of Origin.....			
Citizenship details.....			
Part 2 (b) – Partnership			
Given details of partners as follows			
Name	Nationality	Citizenship details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
Part 2 (c) – Registered Company			
Private or Public			
State the nominal and issued capital of company			
Nominal Kshs.			
Issued Kshs.			
Given details of all directors as follows			
Name	Nationality	Citizenship details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
Date.....		Signature of Candidate.....	

FORMAT OF TENDER SECURITY INSTRUMENT

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

KNOW ALL PEOPLE by these presents that WE of [Name of Insurance Company] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this ___day of _____ 20 __.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Guarantor not later than the said date.

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

8.10 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.....

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.....

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

Tender-Securing Declaration (Mandatory)

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

Tender No.: *TSC/T/02/2018-2019*

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 TSC for the period of time of **5 years** starting onif 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 TSC during the period of Tender validity,
 - (i). Fail or refuse to execute the Contract, if required, or
 - (ii). Fail or refuse to furnish the Performance Security, in accordance with the ITT.

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

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

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

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

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

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

Corporate Seal (where appropriate)

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary