

TEACHERS SERVICE COMMISSION



CAPACITY BUILDING IN ICT INTEGRATION FOR TEACHERS IN PUBLIC PRIMARY SCHOOLS UNDER THE DIGITAL LITERACY PROGRAMME (DLP) – 3 YEAR FRAMEWORK CONTRACT TSC/T/60/2015-2016

Teachers Service Commission
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TABLE OF CONTENTS

	Page
SECTION I. Letter of Invitation	2
SECTION II. Information to bidders.....	4
Appendix to information to Bidders.....	12
SECTION III Technical Proposal	16
SECTION IV. Financial Proposal	27
SECTION V Schedule of Requirements and Technical Specifications 33	
SECTION VI. Standard Forms of Contract	34

SECTION I INVITATION TO TENDER

TENDER NAME: CAPACITY BUILDING IN ICT INTEGRATION FOR TEACHERS IN PUBLIC PRIMARY SCHOOLS UNDER THE DIGITAL LITERACY PROGRAMME (DLP)

– 3 YEAR FRAMEWORK CONTRACT TSC/T/60/2015-2016

TENDER NO: TSC/T/60/2015-2016

- 1.1 The Teachers Service Commission invites sealed tenders from eligible candidates for the **Capacity Building in ICT Integration for Teachers in Public Primary Schools under the Digital Literacy Programme (DLP) – 3 Year Framework Contract**.
- 1.2 In this tender preferential treatment shall be accorded to firms where Kenyans are shareholders.
- 1.3 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. Tenders must be accompanied by a Tender Security of Kshs. 500,000.00 of the tender sum (to be attached in the Financial Bid) as indicated in the Form of Tender in form of a guarantee from a reputable bank or from an insurance company approved by PPRA (formerly PPOA), payable to the Commission Secretary, Teachers Service Commission.
- 1.4 You 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. **Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for 150 days after the date of tender opening.**
- 1.5 Completed separate Technical and Financial tender documents must be enclosed in plain sealed envelopes, marked with the tender number and tender name and be deposited in the tender box provided at the **TSC House, Podium wing, Main Reception Ground floor**, or be addressed and posted to **The Secretary, Teachers Service Commission, Private Bag - 00100, Nairobi** to be received on or before **Monday, 11th April 2016 at 11.00am**. **A mandatory pre-tender conference shall be held in the TSC Headquarters – 3rd Floor Podium Boardroom on Friday, 1st April 2016 at 11.00am.**

1.6 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at **Teachers Service Commission House, 3rd Floor Podium.**

NANCY NJERI MACHARIA, OGW
COMMISSION SECRETARY

SECTION II – INFORMATION TO BIDDERS (ITC)

Table of Contents

	Page
2.1 Introduction	3
2.2 Clarification and amendment of RFP document	4
2.3 Preparation of Technical Proposal	5
2.4 Preparation Financial proposal	7
2.5 Submission, Receipt and opening of proposals	8
2.6 Proposal evaluation general 9	
2.7 Evaluation of Technical proposal	9
2.8 Public opening and Evaluation of financial proposal	9
2.9 Negotiations	10
2.10 Award of Contract	11

2.11	Confidentiality	12
2.12	Corrupt or fraudulent practices	12

SECTION II: - INFORMATION TO BIDDERS (ITB)

2.1 Introduction

- 2.1.1 The Client named in the Appendix to "ITC" will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The bidders are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale of fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The bidders must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, bidders are encouraged to liase with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Bidders should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

- 2.1.6 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the RFP document shall not exceed Kshs.1,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the RFP document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Bidders may request a clarification of any of the RFP documents only up to seven (7) days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited bidders who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited bidders and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.5 Preparation of Technical Proposal

- 2.3.1 The Bidders proposal shall be written in English language
- 2.3.2 In preparing the Technical Proposal, bidders are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical Proposal, bidders must give particular attention to the following:
- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating

with individual bidder(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Bidders shall not associate with the other bidders invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.6 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including;

(a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the bidders, the sub-bidders and their personnel, unless Appendix "A" specifies otherwise.

2.4.3 Bidders shall express the price of their services in Kenya Shillings.

2.4.4 Commissions and gratuities, if any, paid or to be paid by bidders and related to the assignment will be listed in the Financial Proposal submission Form.

2.4.5 The Proposal must remain valid for 150 days after the closing/opening date. During this period, the bidder is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the bidders shall agree to the extension.

2.7 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the persons or person authorised to sign the proposals.

2.5.2 For each proposal, the bidders shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN**

WITH THE TECHNICAL PROPOSAL”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”**

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective bidder unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.8 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any bidder wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the bidder’s proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.9 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as indicated in the Appendix to information to bidders.

2.8 Public Opening and Evaluation of Financial Proposal

After Technical Proposal evaluation, the Client shall notify those bidders whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the bidders who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those bidders who

choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidder, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the bidder has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Bidder in the financial proposal.

2.8.5 The formulae for determining the Financial Score (S_f) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-

$S_f = 100 \times \frac{F_M}{F}$ where S_f is the financial score; F_M is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T =the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Appendix. The combined technical and financial score, S , is calculated as follows: - $S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

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

- 2.8.8** Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9** Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1** Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2** Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3** Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4** Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5** The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other bidders on the shortlist that they were unsuccessful and return the Financial Proposals of those bidders who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

2.10.3 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.

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

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

2.10.6 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.

2.11 Confidentiality

2.11 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

2.12 The procuring entity requires that the bidders observe the highest standards of ethics during the selection and award of the consultancy

contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

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

Appendix to information to bidders

The following information for procurement of consultancy services and selection of bidders shall complement or amend the provisions of the information to bidders, wherever there is a conflict between the provisions of the information and to bidders and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to bidders.

Clause Reference

2.1.1 The name of the Client is: **Teachers Service Commission**

2.1.1 The method of selection is: **Quality and Cost Based (QCBS)**

2.1.2 A separate Technical and Financial Proposals are requested: **Yes**
_√_No ____

The name, objectives, and description of the assignment are:____

.....
Please read further under the Terms of Reference for the objectives and other information.

2.1.3 A pre-proposal conference will be held on Friday, 1st April 2016 as named in the letter of invitation.

The name(s), address(es) and telephone numbers of the Client's official(s) are:

**The Commission Secretary
Teachers Service Commission
Private Bag – 00100
NAIROBI**

**Tel: +254 (020) 2892000
E-mail: info@tsc.go.ke**

The Client will provide the following inputs:

- i. TSC will endeavor to provide as much information and documentation required and sufficient for the contractor
- ii. TSC will nominate a liaison officer who will maintain regular contact with the bidders on matters regarding this consultancy

iii. TSC will provide appropriate administrative support to the team

2.1.7 Price Charged for RFP Document (hard copy obtained from TSC offices): **Kshs. 1,000.00**

2.2.1 Bidders may request a clarification of any of the RFP documents only up to seven

(7) days before the proposal submission date.

2.3.3 The estimated number of professional staff months required for the assignment is: **a 3year framework contract – the first tranche/ phase of work is guaranteed and the rest is dependent on funds availability from the national Government or donors**

Minimum experience requirements for proposed professional staff are in the Terms of Reference – Section V

2.3.4 Training is a specific component of this assignment: **Yes.**

2.3.4 **The tenderer shall submit a SEPARATE technical and financial**

2.4.2 Taxes: **All applicable taxes to be included in the Financial Proposals**

2.5.2 Bidders must submit an original and **one (1 No.)** additional copy of the separate technical and financial proposal.

2.5.4 The proposal submission address is:

The Secretary, Teachers Service Commission, Private Bag – 00100, Nairobi. Completed tender documents (Separate Technical and Financial bids) are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at the **TSC House, Podium wing, Main Reception Ground floor**

Information on the outer envelope should also include: **The TSC address above and the Tender Ref. No. and Tender Name.**

2.6 Proposals must be submitted no later than the following date and time: **Monday, 11th April 2016 AT 11.00 A.M.**

The address to send information to the Client is:

**The Commission Secretary
Teachers Service Commission**

**Private Bag -00100
NAIROBI**

- 2.7 Separate Technical and Financial bids will be required. The Financial Proposal Envelope shall have address of the bidder clearly indicated (for purposes of returning the financial bid of technically unresponsive bidders unopened). The bids must be put in one outer envelope addressed to TSC as instructed.
- 2.8 The Evaluation Committee shall evaluate the proposals on the basis of their responsiveness to the Mandatory Requirements of the RFP and Terms of Reference, applying the evaluation criteria as follows:

EVALUATION CRITERIA		
S/No.	Documents to be Submitted	Responsive or Not Responsive
1.	Certificate of Registration/Incorporation	
2.	Valid Tax Compliance Certificate	
3	Dully filled valid Bid Bond/ Tender Security of Kshs. 500,000.00	
4	Valid KRA PIN/ VAT Certificate	
5	Valid trade license in the relevant field	
6	Valid NITA certificate	
7	Dully filled, signed and stamped Confidential business Questionnaire	
8	Duly filled and signed Pre-Bid Conference form	
9	Authorization letter from a Certification body for the certification proposed by the bidder. Firms that have their own certification should produce evidence of ownership and international recognition.	
9	Should provide a self-written, signed and stamped declaration that the bidder or his or her sub-contractors are not debarred from participating in Public Procurement.	
10	Should provide a self-written, signed and stamped declaration that they will not engage in any corrupt practice	
11	Must submit a joint venture agreement where applicable	
12	Must submit a copy of CR12 form from Registrar of companies.	
13	Must provide details of physical address and contacts with copy of title or lease documents with latest utility bill	
14	Original copy of the Tender Security (Bid bond) of Kshs.	

	500,000.00 of the tender sum inform of a Bank guarantee or bankers cheque from a reputable bank in Kenya or a guarantee from an insurance company approved by PPRA (formerly PPOA). Participating Disadvantaged Groups should fill Tender Securing Declaration	
15	Audited accounts for years for the last three years (years 2013, 2014 and 2015)	

Note: Only bids meeting all the above requirements shall proceed to Second phase of evaluation where they will be assessed on compliance to/with Terms of Reference.

Particulars of other currencies allowed. **None**

Particulars of eligibility and qualifications documents of evidence required:
MANDATORY EVALUATION CRITERIA PASS IN ALL ASPECTS IN ORDER TO ADVANCE TO TECHNICAL EVALUATION

TECHNICAL EVALUATION

	Item	Max. score	Bidder's Scores
1	Specific experience of the consultant related to the assignment		
	The bidder provide evidence of references from clients/ organisations where related assignments on ICT training have been done (3 marks each, max 9 marks)	9	
2	Academic and Professional Qualifications of Bidder's Staff		
	a. The bidder should provide at ten Master Trainers. Each Trainer should possess at least a Bachelor degree in Computer Science or related IT field (attach copies of certificates) Each 1 mark	10	
	b. The Master Trainers should have internationally recognised ICT certifications e.g MCE Professional Certification or its equivalent Each professional certification = 1 mark	10	
	c. The bidder should show capacity to have sufficient trainers	20	

	<p>of trainers (ToTs) to roll out the program in 47 counties.</p> <p>i. The ToTs provided should possess at least a Primary School Teacher Training certificate (or higher qualifications in teaching) (each certificate at 1 mark, Max 10 marks), and</p> <p>ii. ToTs should have undertaken an ICT Integration in Education training course (each certificate at 1 mark, max 10 marks)</p>		
3	Adequacy of the proposed work plan in responding to Terms of Reference		
	a. The bidder should provide a training plan for this programme. The bidder should demonstrate a logical plan of how the training will be conducted seamlessly in all the 47 counties	5	
	b. The bidder should show how the Trainers of Trainers (ToTs) will be selected and prepared for training to ensure their equitable and fair distribution to all counties.	3	
4	Adequacy of the proposed methodology in responding to the terms of reference		
	a. The content should demonstrate conformity to the six (6) core areas of the UNESCO ICT competency framework for teachers. (Each area to score a max of 1 mark)	6	
	b. The bidder should demonstrate a well elaborated content under the Six (6) core components of the UNESCO ICT competency framework for teachers that will be learnt. (Each area to score a max of 1 mark)	6	
	c. The bidder should provide the course delivery mode which will be utilized during the training	8	
	d. The bidder should demonstrate how the content will be delivered.	2	
	e. The bidder should provide a hardcopy/softcopy of the content to be given to the learners (This content will be evaluated for its effectiveness)	6	
	f. The bidder should also demonstrate capacity to monitor and evaluate the training exercise country wide using a monitoring tool(s).	5	
5	Suitability to the transfer of Technology Programme (Training)		
	a. The bidder should have a working online learning platform for supporting the learners training (this platform will be evaluate for its user friendliness, its accessibility and its content).	6	
	b. The learners will be required to take a certification in ICT Integration in Education that has international recognition. The bidder should show proof of authorization of international certification for ICT integration in education. Alternatively the bidder could show that their own certification has international recognition.	4	
GRAND TOTAL		100	
NB:			
<ul style="list-style-type: none"> The minimum technical score required to qualify for financial evaluation shall be 75 Marks. 			

	<ul style="list-style-type: none"> • A bidder’s staff (whether a master trainer or Trainer of Trainers) shall not be proposed by more than one tenderer. Where this is discovered, the tenderers shall be disqualified. In that regard, the staff must sign their CV together with their employer. • Bidders who fail technically shall have their Financial Proposals returned unopened. <p>A. Financial Evaluation Criteria (Financial Bids to be submitted separately)</p> <p>2.8.1 The opening date of the financial proposal shall be the date indicated in the notification letter.</p> <p><u>STEP 3: FINANCIAL EVALUATION – see Section IV: Financial Proposal</u></p>
2.9.4	The winning bidder may substitute the names of the professional staff with the approval of the client
2.10	Particulars of tender security if applicable. Kshs. 500,000.00
2.10	The Tender security period is 150 days (That is 120 days + 30 days – to enable return of the Tender security before its expiry)
2.10	Particulars of post – qualification if applicable. TSC reserves the right to undertake post qualification.
2.10	Particulars of performance security if applicable. A performance security of 2% of the quoted price will be required
Other’s as necessary	<p>2.9. The assignment is expected to commence immediately on signing the contract.</p> <p>2.9 Award Criteria: NEGOTIATIONS MAY BE HELD WITH THE TENDERER WITH THE LOWEST EVALUATED TENDER, AND UPON SUCCESSFUL NEGOTIATIONS WILL BE AWARDED THE CONTRACT. IF NEGOTIATIONS FAIL, THE BIDDER WITH THE SECOND LOWEST EVALUATED TENDER WILL BE INVITED BY THE COMMISSION FOR NEGOTIATIONS, AND UPON SUCCESSFUL NEGOTIATIONS, BE AWARDED THE TENDER.</p> <p>POST QUALIFICATION/ CONFIRMATION OF QUALIFICATIONS</p> <p>TSC reserves the right to undertake due diligence on the successful bidder prior to the award of the Tender; and even after the award of the Tender to ascertain the correctness of the information provided.</p> <p><i>Payment shall be made after delivery of the services - either in full or in part (depending on the milestones achieved).</i></p> <p><i>TSC may pay the successful bidder in Advance in exchange for a fully completed and duly signed by the authorized officials of the bank Bank Guarantee for Advance Payment Form</i></p>

	Other Conditions:
	i. TSC shall not pay any interest on overdue payments.
	ii. A Performance Security of two (2) percent of the total costs shall be provided by the winning bidder

SECTION III - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the bidder is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the bidders own risk and may result in rejection of the bidder's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the bidders or the Special Conditions of contract.

SECTION III - TECHNICAL PROPOSAL

Table of Contents	Page
1. Technical proposal submission form	18
2. Firms references	19
3. Comments and suggestions of bidders on the Terms of reference and on data, services and facilities to be provided by the procuring entity	20
4. Description of the methodology and work plan for performing the assignment	21
5. Team composition and Task assignments	22
6. Format of curriculum vitae (CV) for proposed Professional staff	23
7. Time schedule for professional personnel	25
8. Activity (work schedule)	26

1. TECHNICAL PROPOSAL SUBMISSION FORM

(_____ Date)

To: _____ (Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for

_____ (Title of services) in accordance with your
Request for Proposal dated _____ (Date) and our Proposal.
We are hereby submitting our Proposal, which includes this Technical
Proposal, (and a Financial Proposal).

We understand you are not bound to accept any Proposal that you
receive.

We remain,

Yours sincerely,

_____ (Authorized Signature):

_____ (Name and Title of Signatory):

_____ (Name of Firm):

_____ (Address:):

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last THREE Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:		Country
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:		Clients contact person for the assignment.
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Bidders. If any:		No of Months of Professional Staff provided by Associated Bidders:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of project:		

Description of Actual Services Provided by Your Staff:

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

3. COMMENTS AND SUGGESTIONS OF BIDDERS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.

5.

**14. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF
Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: _____ Nationality: _____

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations).

Education:

(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree(s) obtained.)

Employment Record:

(Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.)

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

Date: _____

(Original signature of staff member)

_____ Date: _____
(Original signature of authorised representative of the firm)

Full name of staff member:

Full name of authorized representative:

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

WEEKS (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of WEEKS

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1** The Financial proposal prepared by the bidder should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2** The financial proposal shall be IN KENYA SHILLINGS allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3** The financial proposal should be prepared using the Standard forms provided in this part

MANDATORY REQUIREMENTS FOR FINANCIAL PROPOSAL

S/No.	Documents to be Submitted	Responsive or Not Responsive
1.	Dully filled and signed Form of tender in the format provided	
2.	Should Fill the Price Schedule in the format provided	

The financial proposal will be evaluated as follows:

NOTES:

- i. For purposes of observing Section 157 8 (b)(ii) of the Public Procurement and Asset Disposal Act, 2015, the following preferences shall apply:*
 - i. Where the firm's local shareholding is between 1%-20% - 6% preference on price*
 - ii. Where the firm's local shareholding is between 21%-50% - 8% preference on price*
 - iii. Where the firm's local shareholding is more than 51% - a 10% preference on price*

The formula for determining the Technical and Financial Scores is (on applying the preferences):

$S_f = 100 \times \frac{F_M}{F}$ where S_f is the financial score; F_m is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T =the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S , is calculated as follows: - $S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations or to sign contract.

(The information on local shareholding will be derived from the signed and stamped Confidential Business Questionnaire and CR12 form from Registrar of companies)

For purposes of comparison of prices, the bidder's price will be 'reduced' by the applicable percentage of preference so as to arrive at the 'lowest evaluated bid'. However, award price will be the bidder's tender sum as submitted and read out during tender opening.

THE WEIGHTS GIVEN TO THE TECHNICAL AND FINANCIAL PROPOSALS ARE:

T= 0.80

P= 0.20

THE WINNING BIDDER MAY BE INVITED BY TSC FOR NEGOTIATIONS.

SECTION V - FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

	Page
1. Form of Tender	29
2. Summary of costs 30	
3. Breakdown of price/per activity 32	
4. Breakdown of remuneration per activity 33	
5. Reimbursables per activity 34	

1. FORM OF TENDER

Date _____
Tender No. _____

To.....
.....

(Name and address of procuring entity)

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. _____ (*insert numbers*), the 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. 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.
4. 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
(*signature*) _____ (*In the capacity of*)
Duly authorized to sign tender for and on behalf of _____

2. SUMMARY OF COSTS

Costs	Currency (Kshs)	Amount(s) (Kshs.)
Subtotal		
Taxes		
Total Amount of Financial Proposal		

3. BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase):² <hr/> <hr/>	Description:³ <hr/> <hr/>
Cost component	Costs (Kshs)
Remuneration ⁵	
Subtotals	

- 1 Form No.3 (Breakdown of Costs by Activity) shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form for each group of activities. The sum of the relevant Subtotals of all Forms No.3 provided must coincide with the Total Costs of Financial Proposal indicated in Form No.2 (Summary Of Costs).
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form No.8 (Activity (Work) Schedule) above.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Remuneration Expenses must respectively coincide with relevant Total Costs indicated in Form No.4 (Breakdown of Remuneration per activity).

4. BREAKDOWN OF REMUNERATION PER ACTIVITY¹

Group of Activities (Phase): _____				
Name ²	Position ³	Staff-month Rate ⁴	Input ⁵ (Staff-months)	Kshs. ⁶
Foreign Staff				
		<i>(Home)</i>		
		<i>(Field)</i>		
Local Staff				
		<i>(Home)</i>		
		<i>(Field)</i>		
Total Costs				

- 1 Form No.4 (Breakdown of Remuneration per activity) shall be filled for each of the Forms No.3 (Breakdown of Costs by Activity) provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form No.5 (Team Composition and Task Assignments) above.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 For each staff indicate the remuneration, separately for home and field work.
Remuneration = Staff-month Rate x Input.

SECTION VI - TECHNICAL SPECIFICATIONS/ TERMS OF REFERENCE

CAPACITY BUILDING IN ICT INTEGRATION IN EDUCATION FOR TEACHERS IN PUBLIC PRIMARY SCHOOLS UNDER THE DIGITAL LITERACY PROGRAMME (DLP)

1.0 INTRODUCTION

The Constitution of Kenya 2010 recognizes the right of every child to free and compulsory basic education. The Government is keen to ensure inclusive and equitable quality education (free primary education – FPE) for all. In order to continuously improve the quality and relevance of education in Kenya, the government has emphasized the use of ICT in education. The session paper number 2 of 2015 recognizes Information and Communications Technologies (ICT) as a delivery tool in education. The effective training of teachers in integrating ICT into the classroom is essential for attainment of this objective. The Commission is seeking for a bidder with capacity to roll out this training programme. The suppliers for the devices have been identified and delivery is expected by May 2016. TSC intends to train 12,000 teachers in public primary schools spread across the country by August 2016 under this programme.

2.0 OBJECTIVES OF THE ASSIGNMENT

The Government initiated a programme to integrate digital literacy in public primary schools in 2013. The initiative aims at:

- i. Providing all standard one learners in primary schools with access to digital devices and content. It is intended to address the main challenges in digital literacy in primary schools with benefits to learners, teachers, and the community as a whole.
- ii. Training the class one teachers in the public primary schools to equip them with appropriate ICT integration skills in readiness for the effective use of the ICT devices.

3. SCOPE OF THE ASSIGNMENT

TSC aims at training 12,000 teachers spread across the country in the shortest time possible – on or before August 2016 on ICT in Phase I. Other training programs will follow thereafter. The learners will be required to take a certification in ICT Integration in Education that has international recognition.

4. COMPETENCE OF THE BIDDER

The bidder will be required to:

- a) Demonstrate/ show capacity to train the 12,000 teachers spread out in all the 47 counties.
- b) Provide a training plan for this programme.
- c) demonstrate a logical plan of how the training will be conducted seamlessly in all the 47 counties
- d) Demonstrate capacity to have sufficient trainers of trainers (ToTs) to roll out the program in 47 counties.
- e) Demonstrate how the Trainers of Trainers (ToTs) will be selected and prepared for training to ensure their equitable and fair distribution to all counties.
- f) Demonstrate conformity to the six (6) core areas of the UNESCO ICT competency framework for teachers.
- g) Provide well elaborated content under the Six (6) core components of the UNESCO ICT competency framework for teachers that will be learnt.
- h) The bidder must demonstrate the course delivery mode which will be utilized during the training.
- i) Demonstrate how the content will be delivered. A methodology must be provided.
- j) The bidder must also demonstrate capacity to monitor and evaluate the training exercise country wide using a monitoring tool.
- k) The bidder must have a working online learning platform for supporting the learners training.
- l) The learning platform be accessible to every cohort of learners for up to a period of one year.
- m) The course content and other support materials for this programme be easily accessible to the learners (from the portal) to enhance ICT learning

5.0 RESPONSIBILITIES OF THE BIDDER

The winning bidder must ensure that:

- i.** The learners undertake a certification in ICT Integration in Education that has international recognition.
- ii.** The learning platform is accessible to every cohort of learners for up to a period of one year.
- iii.** a hardcopy/softcopy of the content to be given to the learners is availed to TSC for evaluation and to the learners upon approval.
- iv.** The bidder shall deliver a post training report to the client

6.0 TERMS OF PAYMENT

The Consultant will be paid 20% of the Consultancy fee on the commencement date against the submission of a Bank guarantee of the same amount. The Consultant will be paid 40% of the lump-sum will be paid against submission of training reports containing evidence of consultancy work done in at least twenty (20) Counties. The consultant will be paid the remaining 40% upon presentation of the final report that depicts that transfer of knowledge has taken place in all the Counties.

SECTION VII- STANDARD FORMS

SECTION VI - STANDARD FORM OF CONTRACT

**SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS**

CONTRACT

This Agreement, (hereinafter called "the Contract") is entered into this _____ (*Insert starting date of assignment*), by and between _____ (*Insert Client's name*) of (or whose registered office is situated at _____ (*insert Client's address*) (hereinafter called "the Client") of the one part AND _____ (*Insert Consultant's name*) of (or whose registered office is situated at _____ (*insert Consultant's address*)(hereinafter called "the Consultant") of the other part.

WHEREAS the Client wishes to have the Consultant perform the services (hereinafter referred to as "the Services", and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.
 - (ii) The Consultant shall provide the personnel listed in Appendix B, "Consultant's Personnel," to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "Consultant's Reporting Obligations."

2. Term

The Consultant shall perform the Services during the period commencing on _____ (*Insert starting date*) and continuing through to _____ (*Insert completion date*), or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed _____ (*Insert amount*). This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs _____ upon the Client's receipt of the draft report, acceptable to the Client; and

Kshs _____ upon the Client's receipt of the final report, acceptable to the Client.

Kshs _____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 herebelow. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the

Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. Project Administration

A. Coordinator.

The Client designates _____ (*insert name*) as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant

may retain a copy of such documents and software.

- 8. Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.
- 12. Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____
name; _____

Full
name; _____

Title: _____

Title: _____

Signature; _____

Signature; _____

Date; _____

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

I. CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

Business Name

Location of Business Premises

Plot No, Street/Road

Postal address Tel No.

Fax Email

Nature of Business

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.

Name of your bankers.....

Branch.....

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 *(Name of Insurance Company)* having our registered office at
 (hereinafter called “the Guarantor”), are bound unto TEACHERS SERVICE COMMISSION (hereinafter called “the Procuring Entity”) in the sum of KSHS. 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)

(Signature of the Guarantor)

(Witness)

(Seal)

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)

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.....

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.....

Tender-Securing Declaration (Mandatory for Disadvantaged Groups)

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

Tender No.: *(insert **number of Tender**)*

To: *(insert **complete name of Procuring Entity**)*

We, the undersigned, declare that:

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

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

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

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

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

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

Name: *(insert **complete name of person signing the Tender Securing Declaration**)*

.....

Duly authorized to sign the Tender for and on behalf of: *(insert **complete name of Tenderer/ Firm**)*

Dated on _____ day of _____, _____ (*insert **date of signing***)

Corporate Seal (where appropriate)

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 of20.....

SIGNED
Board Secretary