

TEACHERS SERVICE COMMISSION



TENDER DOCUMENT FOR PROCUREMENT OF SERVICES PAINTING OF TSC VEHICLES

TSC/T/030/2017-2018.

Teachers Service Commission
Upper Hill, Kilimanjaro Road,
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SECTION I INVITATION TO TENDER

PAINTING OF TSC VEHICLES

TENDER NO: TSC/T/030//2017-2018

- 1.1 The Teachers Service Commission invites sealed tenders from eligible candidates for the **Painting of TSC vehicles**
- 1.2.1 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 a Tender Security of 2% of the tender sum as indicated in the Form of Tender in form of guarantee from a reputable bank or from an insurance company approved by PPRA payable to the Commission Secretary, Teachers Service Commission.
- 1.3 A complete 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**. Alternatively, the document may be downloaded for free from www.tsc.go.ke. Prices quoted should be net inclusive of all **taxes and delivery costs, must be expressed in Kenya shillings**
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at the **TSC House, Podium wing, Third floor**, or be addressed and posted to **The Secretary, Teachers Service Commission, P.O. Box Private Bag-00100, Nairobi** to be received on or before **16th May 2017 at 10.30am**.
- 1.5 A mandatory pre-tender site visit shall be held in the TSC Headquarters before opening date
- 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
COMMISSION SECRETARY

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The TSC employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 59 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by TSC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and TSC, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form
 - xii) Principal's or manufacturers authorization form
 - xiii) Declaration form

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

2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify TSC in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. TSC will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by TSC. Written copies of TSC response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.2. TSC shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of tenders, TSC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, TSC, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding 2 years (24 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 Instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications.

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

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 The tender security is required to protect TSC against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
 - b) Such insurance guarantee approved by the Authority.
 - c) Letter of credit

- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by TSC as non responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30
 - or**
 - (ii) to furnish performance security in accordance with paragraph 31.
 - (c) If the tenderer rejects correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by TSC, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by TSC as nonresponsive.
- 2.13.2 In exceptional circumstances, TSC may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare **two copies** of the tender, clearly / marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed and paginated by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

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

The inner and outer envelopes shall:

(a) be addressed to TSC at the address given in the invitation to tender

(b) Bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE 16th May 2017, at 10.30am.”

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

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

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the TSC at the address specified under paragraph 2.15.2 no later than 16th May 2017, at 10.30 am.

2.16.2 TSC may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of TSC and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the TSC as provided for in the appendix.

2.17 Modification and withdrawal of tenders

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

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

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

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

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

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

2.18 Opening of Tenders

- 2.18.1 TSC will open all tenders in the presence of tenderers' representatives who choose to attend, on **16th May 2017, at 10.30am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as TSC, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 TSC will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 TSC will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 TSC may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, TSC will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. TSC determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by TSC and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Condition of Contract;

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

(a) *Operational Plan.*

TSC requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the TSC's required delivery time will be treated as non-responsive and rejected.

(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. TSC may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 14 days from the date of opening the tender.

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

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

2.23. Contacting TSC

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact TSC on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence TSC in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

- 2.24.1 In the absence of pre-qualification, TSC will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as TSC deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event TSC will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.3 Subject to paragraph 2.24 TSC award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 TSC reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If TSC determines that none of the tenderers is responsive; TSC shall notify each tenderer who submitted a tender.
- 2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, TSC will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and TSC pursuant to clause 2.24. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, TSC will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

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

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from TSC, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to TSC.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.24 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event TSC may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 TSC requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 TSC will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1.1	Firm must be registered by affiliated regulatory bodies/ Associations
2.2.2	Fee for tender documents shall be Kshs.1,000.00
2.8	The Form of Tender must be duly filled and signed
2.10	Quotations must be in Kenya Shillings only
2.12	Tender security required is 2% of the tender sum in form of bankers cheque or bank guarantee from a reputable bank in Kenya.
2.13.2	Tender shall remain valid for a period of 120 days from the date of opening
2.14.1	Bidders shall provide 1 Original copy of the tender document clearly marked original and 1 other copy marked copy all placed in one envelope and tender title, number and closing date clearly written on top of the envelope.
2.16	Deadline for Submission of Tenders is 16th May 2017 at 10.30am
2.24	Due diligence will be conducted to determine a firms capability to perform satisfactorily

EVALUATION CRITERIA

1. PRELIMINARY REQUIREMENTS (MANDATORY REQUIREMENTS)

S/No.	Documents to be Submitted	Yes/No
MR1.	Copy of Certificate of Registration/incorporation	
MR2.	Valid copy of PIN Certificate	
MR3.	Valid copy of valid VAT certificate	
MR4.	Valid copy of valid Tax Compliance Certificate	
MR5.	Original copy of the Tender Security (Bid bond) of 2% of the tender sum in form of a Bank guarantee or bankers cheque from a reputable bank, or an insurance firm in Kenya.	
MR6.	Must attach a copy of certificate from Automobile Association of Kenya (AAK)	
MR7.	The firm must have a physical address and administrative office (Attach copy of lease agreement from landlord/Agent or utility).	
MR8.	Copy of valid Business Permit (indicating motor vehicle body building,panel beating and spray paintin services)	
MR9.	Must fill the Form of tender in the Format provided	
MR10	Must Fill Price Schedule in the Format provided	
MR11.	Must submit a duly filled and signed Confidential Business Questionnaire	
MR12.	Dully filled and signed Site visit form by the appointed TSC representative.	
MR13.	Must fill and sign a sworn affidavit for Non-Debarment Statement	
MR14.	Must fill and sign a sworn affidavit for Non-corruption Pledge	
MR15.	Must attach Copy of Certificate from the Ministry of Public works	

Any bidder who is not responsive to any of the Mandatory Requirements above will be eliminated from the entire evaluation process.

Bidders who are Responsive to all the Requirements will proceed to *Technical Evaluation*.

2. TECHNICAL EVALUATION CRITERIA

S/no	Parameters	Requirements	Scores
1.	Organizational Profile	i) Back-ground of organization (3 mks) ii) Organizational chart showing titles/roles of different persons to be involved (4 mks) – should not exceed 3 pages.	7
2.	Qualification of Key staff	i) Panel beating Craftsman certificate 3@2 = 6 ii) Diploma or degree automotive engineering 2@2 = 4 iii) Experience in panel beating & spraying 5@1 = 5 Attach CVs	15
3.	Firm's Experience in Similar assignment	Provide at least 5 clients and references/ or other evidence in form of LPOs, award letters or contracts to which the company has offered similar services in the last three (3) years. Each client @3, max 15 points = 30	15
		Number of years served in motor vehicle body spray painting. Each year of experience 5@2 mks, max. point = 10	10
4	Firm's financial capability	i) Audited accounts for the last three years (2013,2014,2015/2016) 3@3 = 9 ii) Yearly turn-over of at least Kshs.50million = 5 iii) Liquidity ratio of 1.5-2.0 = 6 iv) Gross profit margin of 20-25% = 5	25
5	Workshop Capacity	a) Welding and Panel beating i) Panel beaters tool box and equipment = 2 points ii) Welding arc and gas sets = 2 points b) Spraying painting and Body shop i) Spraying painting booth 1 No. = 2 points ii) Air compressor 100 PSI 1 No. = 2 points iii) Spray painting equipment's 1 No. = 2 points (all the above shall be verified during visit)	10
6.	Physical Premises	i) Location of building/premises (ease of access) = 2 ii) Furnished workshop office with telephone, computers, printers & scanners (adequacy of equipment) = 2 points (to be verified during visit)	4
7.	Secure Workshop facility	i) Stone perimeter wall = 2 points ii) At least 2 security guards = 2 points iii) Security alarm systems = 2 points (to be verified through visit)	6
8.	Insurance	i) Theft and burglar = 2 points ii) Fire = 2 points iii) Accidents/incident = 2 points iv) WIBA = 2 points (Attach copies of Insurance policy)	8
Total			100
		Financial Evaluation will be subject to firms with 70 and above marks on technical score	
		Financial Evaluation – will be based on the lowest offer price	
		Award Criteria – The Tender with the lowest evaluated Price	

NB: DUE DELLIGENCE WILL BE CONDUCTED BEFORE AWARD.

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between TSC and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Standards

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

3.4 Use of Contract Documents and Information

- 3.4.1 The tenderer shall not, without the TSC prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the TSC in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

- 3.4.2 The tenderer shall not, without the TSC prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above.

- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 shall remain the property of the TSC and shall be returned (all copies) to TSC on completion of the tenderer’s performance under the Contract if so required by the TSC.

3.5 Patent Right’s

The tenderer shall indemnify TSC against all third-party claims of infringement of

patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to TSC the performance security where applicable in the amount specified in Special Conditions of Contract.

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

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

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

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

3.7 Inspections and Tests

3.7.1 TSC or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. TSC shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the TSC.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, TSC may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to TSC.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity

extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the TSC's prior written consent.

3.11 Termination for Default

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

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

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

3.13.1 TSC by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for TSC convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination TSC may elect to cancel the services and pay to the contractor on agreed amount for partially completed services

3.14 Resolution of disputes

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

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by or E-mail and confirmed in writing to the other party's address specified in the SCC

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

SECTION IV- SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	A performance security of 2% of the tender sum, in the form of a banker's cheque or guarantee will be required from the successful bidder.
3.8	Payment shall be made on Biannual basis and payment process shall commence upon submission of invoice and relevant documents
3.9	Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender. All prices quoted by the tenderers must be inclusive of all taxes, discounts and delivery costs to TSC House, Nairobi
3.17	The applicable law shall be Kenyan law
3.18	Teachers Service Commission Upper Hill, Kilimanjaro Road, Private Bag-00100, Nairobi

SECTION V – SCHEDULE OF REQUIREMENTS

TSC is seeking for a suitable Auto mobile garage registered as a comercial garage operating in Kenya and approved by Automobile Association of Kenya (AAK).

s/no.	Description	Requirement	Tenderers response
1	Certificate of Registration	Motor vehicle spray painting services	
2	Automobile Association of Kenya	Attach certificate	
3	Spray painting and body shop	1. spray painting booth 2.Spraypainting equipment	
4	Physical premises	Furnished workshop office	
5	Personnel qualification	Attach copy of certificates	
6	Secure workshop facility	Secure workshop area with guards andsecurity alarm system	
7	Work bays	Atleast 5 bays and one inspection point	

NB- Evaluators will visit the premises to confirm the above

SECTION VI

DESCRIPTION OF SERVICES

S/NO	VEHICLE MODE	VEHICLE MODEL	VEHICLE COLOUR	NO OF VEHICLES	VEHICLE CONDITION
1	Nissan Sunny	Saloon	Grey/Sky blue	2	Accident Free
2	Toyota Corolla	Saloon	Sky blue	1	Accident Free
3	Nissan Urvan	Micro bus	White	5	Accident Free
4	Mercedes Benz	Saloon	Navy blue	1	Accident Free
5	Volvo	Saloon	Navy blue	1	Accident Free
6	Nissan Civilian	Omni bus	Grey	1	Accident Free
7	Peugeot 504	Pick Up	Sky blue	1	Accident Free
8	Nissan Hardbody	Pick Up	Grey	1	Accident Free
9	Toyota Prado	SUV	Navy blue/Beige	2	Accident Free
10	Toyota Avensis	Saloon	Navy blue	1	Accident Free
11	Pajero	SUV	White/Metallic	2	Accident Free
12	Ford Everest	SUV	Grey/Beige	2	Accident Free
13	Subaru Outback	S/Wagon	Beige	1	Accident Free
14	Subaru Forester	SUV	Black/Green/Grey/Light/Green	4	Accident Free
15	Toyota Prado	SUV	Metallic Grey	3	Accident Free
16	Ford Ranger	Double Cab	White/Maroon/Sky/Blue/Grey/ Navy Blue	7	Accident Free
17	Land Rover	SUV4 x4	Green/White	4	Accident Free
18	Land Cruiser	4x 4Pick Up	Beige	1	Accident Free

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 standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VI ~ STANDARD FORMS

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Tender-Securing Declaration (Mandatory)

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

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

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

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

INTEGRITY DECLARATION

I/We/Messrs..... of
Street/avenue, Building, P. O. BoxCode, of (town),
(Nationality), Phone E-mail declare that Public Procurement is
based on a free and fair competitive tendering process which should not be open to abuse.

I/We declare
that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any
public officer, their relations or business associates, pursuant to Section 62 of the Public
Procurement & Asset Disposal Act, 2015, in connection with

Tender name:

Tender No.

For/or in the subsequent performance of the contract if I/We am/are successful.

Dated this day of 20.....

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

Name and Title of Signatory.....

NON-DEBARMENT STATEMENT

I/We/Messrs..... of Street/avenue, Building, P. O. 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 Section 62 of the Public Procurement & Asset Disposal Act, 2015

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

Authorized Signature.....

Official Stamp.....

Name and Title of Signatory.....

FORM OF TENDER

Date _____
Tender No. _____

To:

Teachers Service Commission

P.O Box Private Bag -00100

Nairobi

Gentlemen and/or Ladies:

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

Dated this _____ day of _____ 20 _____

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE

S/NO	VEHICLE MODE	VEHICLE MODEL	VEHICLE COLOUR	QTY	VEHICLE CONDITION	UNIT PRICE (KSH)	TOTAL PRICE (KHS)
1	Nissan Sunny	Saloon	Grey/Sky blue	2	Accident Free		
2	Toyota Corolla	Saloon	Sky blue	1	Accident Free		
3	Nissan Urvan	Micro bus	White	5	Accident Free		
4	Mercedes Benz	Saloon	Navy blue	1	Accident Free		
5	Volvo	Saloon	Navy blue	1	Accident Free		
6	Nissan Civilian	Omni bus	Grey	1	Accident Free		
7	Peugeot 504	Pick Up	Sky blue	1	Accident Free		
8	Nissan Hardbody	Pick Up	Grey	1	Accident Free		
9	Toyota Prado	SUV	Navy blue/ Beige	2	Accident Free		
10	Toyota Avensis	Saloon	Navy blue	1	Accident Free		
11	Pajero	SUV	White/Metallic	2	Accident Free		
12	Ford Everest	SUV	Grey/Beige	2	Accident Free		
13	Subaru Outback	S/Wagon	Beige	1	Accident Free		
14	Subaru Forester	SUV	Black/Green/Grey /Light/Green	4	Accident Free		
15	Toyota Prado	SUV	Metallic Grey	3	Accident Free		
16	Ford Ranger	Double Cab	White/Maroon/Sky Blue/Grey/Navy Blue	7	Accident Free		
17	Land Rover	SUV4 x4	Green/White	4	Accident Free		
18	Land Cruiser	4x 4Pick Up	Beige	1	Accident Free		

NOTE- ALL PRICES MUST BE INCLUSIVE OF VAT WHERE APPLICABLE.

Name of tenderer _____

Signature _____

Official Rubber Stamp

CONTRACT FORM

THIS AGREEMENT made the ___day of _____20___ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

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

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details.....</p>
--	--

	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
	Name	Nationality	Citizenship details	Shares																						
1.																						
2.																						
3.																						
4.																						

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

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

TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](hereinafter called “the Bank”)are bound unto.....

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of 20_____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

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

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

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20____ to

supply.....

[Description services](Hereinafter called “the contract”)

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

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

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

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

This guarantee is valid until the ____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

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

.....

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

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