

# TEACHERS SERVICE COMMISSION



## TENDER DOCUMENT FOR PROCUREMENT OF SERVICES

### PROVISION OF SECURITY SERVICES TSC COUNTY OFFICES

**TSC/T/029/2017-2018**

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

Email: [info@tsc.co.ke](mailto:info@tsc.co.ke)  
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SECTION I ~ INVITATION TO TENDER

INVITATION TO TENDER FOR PROVISION OF SECURITY SERVICES

TSC/T/029/2017-2018

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- 1.1 The Teachers Service Commission invites sealed tenders from eligible candidates for the Provision of security Services to TSC county offices for the period beginning 1<sup>st</sup> July 2017 and ending 31<sup>st</sup> June, 2018. The contract will be renewable for a further one year subject to satisfactory performance.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Teachers Service Commission House Kilimanjaro Road Upper Hill, 2nd Floor Podium Wing during official working hours. Tenders must be accompanied by a Tender Security of 2% of the tender sum as indicated in the Form of Tender in form of a guarantee from a reputable bank or from an insurance company approved by PFRA (formerly PPOA), payable to the Commission Secretary, Teachers Service Commission. Disadvantaged groups need only fill the Tender Securing Declaration.
- 1.3 You may obtain further information, inspect and obtain tender documents at the Procurement office, Teachers Service Commission House, 2<sup>nd</sup> 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 [www.tsc.go.ke/](http://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 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 **16<sup>th</sup> May 2017 at 10.30am.**
- 1.5 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, 3<sup>rd</sup> Floor Podium.**

**NANCY NJERI MACHARIA**  
**COMMISSION SECRETARY**

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## 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 procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 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 the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

## 2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 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 5 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form
  - ix) Confidential business questionnaire form
  - x) Tender security 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 the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity 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 the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## **2.5 Amendment of documents**

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

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

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

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

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

## **2.10 Tender Currencies**

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

## **2.11 Tenderers Eligibility and Qualifications.**

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

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

## **2.12 Tender Security**

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

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

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

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

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

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

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

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;  
or
- (b) In the case of a successful tenderer, *if* the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 30  
or
  - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tender**

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



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

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

## **2.15 Sealing and Marking of Tenders**

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

(a) be addressed to the Procuring entity 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 16<sup>TH</sup> May 2017 AT 10.30 A.M.**"

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

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity 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 Procuring entity at the address specified under paragraph 2.15.1 no later than **10.30 a.m. on 16<sup>TH</sup> May 2017**.

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

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

## **2.17 Modification and withdrawal of tenders**

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

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

- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers representatives who choose to attend, at **10.30 a.m. on 16<sup>th</sup> May 2017 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 the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity 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 the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

## **2.20 Preliminary Examination and Responsiveness**

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the 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 The procuring entity 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 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

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

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

### **(a) *Operational Plan.***

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

### **(b) *Deviation in payment schedule.***

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

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

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

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

### **2.23. Contacting the procuring entity**

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

2.23.2 Any effort by a tenderer to influence the procuring entity 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, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 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 the Procuring entity deems necessary and appropriate.

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

**b) Award Criteria**

2.24.4 Subject to paragraph 2.22 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

**2.25 Notification of award**

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity 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 the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.7, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

**2.26 Signing of Contract**

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

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

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

**2.27 Performance Security**

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

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

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

2.28.3 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 THE TENDERERS

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

ITT	Particulars of appendix to instructions to tenderers																																					
2.1	Particulars of eligible tenderers: Security Firms																																					
2.2.2	Price to be charged for manual tender documents. <b>Kshs. 1,000</b>																																					
2.10	Particulars of other currencies allowed. <b>None</b>																																					
2.11	Particulars of eligibility and qualifications documents of evidence required. <b>Refer the Evaluation Criteria</b>																																					
2.12.2	Particulars of tender security if applicable. <b>Tenders must be accompanied by a Tender Security of 2% of the tender sum 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. Disadvantaged groups need only fill the Tender Securing Declaration.</b>																																					
2.12.3	Form of Tender Security: <b>Refer 2.12.2 above</b>																																					
2.13	Validity of Tenders: <b>Tenders Shall remain valid for 120 days up from date of opening</b>																																					
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Unit.																																					
2.22	<p><b>EVALUATION CRITERIA</b> The following requirements must be met by the tenderer notwithstanding other requirements in the tender documents:-</p> <p><b>a) MANDATORY REQUIREMENTS (MR)</b></p> <table border="1"> <thead> <tr> <th>No.</th> <th>Requirements</th> <th>Responsive or Not Responsive</th> </tr> </thead> <tbody> <tr> <td>MR1</td> <td>Must Submit a copy of certificate of Registration/Incorporation</td> <td></td> </tr> <tr> <td>MR2</td> <td>Must Submit a copy of Valid Tax Compliance certificate</td> <td></td> </tr> <tr> <td>MR3</td> <td>Submit Copy of NSSF Compliance Certificate and Evidence of Remittance of Employees NSSF Contributions</td> <td></td> </tr> <tr> <td>MR4</td> <td>Submit Copy of NHIF Compliance Certificate and Evidence of Remittance of Employees NHIF Contributions</td> <td></td> </tr> <tr> <td>MR5</td> <td>Must Submit Last 12 Months Bank Statements (Up to April 2017)</td> <td></td> </tr> <tr> <td>MR6</td> <td>Must Fill the Price Schedule in the format provided</td> <td></td> </tr> <tr> <td>MR7</td> <td>Must Fill the Form of Tender in the Format provided</td> <td></td> </tr> <tr> <td>MR8</td> <td>Must submit a dully filled up Confidential Business Questionnaire in format provided</td> <td></td> </tr> <tr> <td>MR 9</td> <td>Copy of certificate from ministry of labour showing that security guards are paid not less than minimum wage set by ministry of labour</td> <td></td> </tr> <tr> <td>MR 10</td> <td>Must attach March / April 2017 pays lips of at least 20 security staff (TSC will verify if workers' pay is within minimum wage)</td> <td></td> </tr> <tr> <td>MR 11</td> <td>Must have a minimum limit of liability of over Kshs. 1 Million –</td> <td></td> </tr> </tbody> </table>		No.	Requirements	Responsive or Not Responsive	MR1	Must Submit a copy of certificate of Registration/Incorporation		MR2	Must Submit a copy of Valid Tax Compliance certificate		MR3	Submit Copy of NSSF Compliance Certificate and Evidence of Remittance of Employees NSSF Contributions		MR4	Submit Copy of NHIF Compliance Certificate and Evidence of Remittance of Employees NHIF Contributions		MR5	Must Submit Last 12 Months Bank Statements (Up to April 2017)		MR6	Must Fill the Price Schedule in the format provided		MR7	Must Fill the Form of Tender in the Format provided		MR8	Must submit a dully filled up Confidential Business Questionnaire in format provided		MR 9	Copy of certificate from ministry of labour showing that security guards are paid not less than minimum wage set by ministry of labour		MR 10	Must attach March / April 2017 pays lips of at least 20 security staff (TSC will verify if workers' pay is within minimum wage)		MR 11	Must have a minimum limit of liability of over Kshs. 1 Million –	
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MR2	Must Submit a copy of Valid Tax Compliance certificate																																					
MR3	Submit Copy of NSSF Compliance Certificate and Evidence of Remittance of Employees NSSF Contributions																																					
MR4	Submit Copy of NHIF Compliance Certificate and Evidence of Remittance of Employees NHIF Contributions																																					
MR5	Must Submit Last 12 Months Bank Statements (Up to April 2017)																																					
MR6	Must Fill the Price Schedule in the format provided																																					
MR7	Must Fill the Form of Tender in the Format provided																																					
MR8	Must submit a dully filled up Confidential Business Questionnaire in format provided																																					
MR 9	Copy of certificate from ministry of labour showing that security guards are paid not less than minimum wage set by ministry of labour																																					
MR 10	Must attach March / April 2017 pays lips of at least 20 security staff (TSC will verify if workers' pay is within minimum wage)																																					
MR 11	Must have a minimum limit of liability of over Kshs. 1 Million –																																					

	Provide copy of Insurance Cover	
MR 12	Evidence of availability of training facility. Provide certificate of registration of training from NITA (Attach copies of certificates of approved training programmes and trainers)	
MR 13	Attach at least 5 valid copies of Certificates of clearance (good conduct) of security guards obtained from directorate of criminal investigation	
MR 14	Must fill the Non- Debarment Statement in the Format Provided	
MR 15	Must fill the Non-corruption Pledge in the format provided	
MR 16	Provide copy of certificate of membership of PROSAK or KSIA	

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

ITT

**Particulars of appendix to instructions to tenderers**

**b) TECHNICAL SCORES**

This section (Technical Evaluation) will be as follows:

No.	Evaluation Attribute	Max. Score
1	Number of years in security service provisions. Prove of work after incorporation/registration is required. Each year of work experience @ 2 marks, Maximum points = 10	10
2	Provide at least 10 clients and references / or other evidence in form of LPOs, award letters etc to which the company has offered similar services in the last 3 years. Bidders must provide reference letters on the employer's letterhead, and duly signed and stamped by the authorized officer. Bidders must use the format provided in Section 5: Schedule of Requirements. Each Client @ 2marks, Max. points = 10	20
3	Provide evidence of having employed at least fifty (50) staff at any given time. (10 marks or 0)	10
4	Organizational profile and Organizational Chart showing titles / roles of different persons to be involved in this project (5 marks) – should not exceed 2 pages.	5
5	Outline the deployment strategy showing number of hours each guard is assigned (Not more than two pages) and supervisory ratio.	5
6	Affidavit to the effect that no case is pending with the director of public prosecution or any government investigative agency against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider is not blacklisted	15
7	Evidence of service equipments used by the security company when discharging security functions.	15
8	Financial capability	
	a) Audited accounts by reputable auditing firm for 3 years (2014,2015,2016) 3x3 marks	9
	b) liquidity ratio of 1.5-2	5
	c) yearly turnover of 50million	6
	<b>Total marks</b>	<b>100</b>



	<p>Only bidders who score 70 marks and above will be subjected to financial evaluation. Those who score below 70 marks will be eliminated at this stage from the entire evaluation process and will not be considered further.</p> <p><b><i>c) FINANCIAL SCORE (F.S.)</i></b>  Formula for Determining the Financial Score:  The Lowest Financial evaluated Bid amongst the bidders with score of 70 points and above is to be recommended for award subject to clause (d) below.</p> <p><b><i>d) DUE DILIGENCE</i></b>  The tender evaluation committee shall carry out due diligence on the bidders attributes before making the final recommendation for award.</p>
2.24	Particulars of post – qualification if applicable. <b>TSC will inspect the premises and interview management to confirm all this information given</b>
2.24.4	Award Criteria: <b>Award will be made to the bidder with the lowest evaluated price</b>

SECTION III ~ GENERAL CONDITIONS OF CONTRACT

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### 3.1 Definitions

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

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

### 3.2 Application

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

### 3.3 Standards

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

### 3.4 Patent Right's

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

### 3.5 Performance Security

- 3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.

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

### **3.6 Inspections and Tests**

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

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

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

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

### **3.7 Payment**

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

### **3.8 Prices**

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

### **3.9 Assignment**

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

### **3.10 Termination for Default**

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

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

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

### **3.11 Termination for insolvency**

3.11.1 The procuring entity 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 the procuring entity.

### **3.12 Termination for convenience**

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

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

### **3.13 Resolution of disputes**

3.13.1 The procuring entity'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.

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

### **3.14 Governing Language**

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

### **3.15 Force Majeure**

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

### **3.16 Applicable Law.**

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

### **3.17 Notices**

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

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

- 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.

GCC Ref.	Special conditions of contract
3.5	Specify performance security if applicable: <b>2% of total contract price for two years</b>
3.7	Specify Method of Payments: Payments shall be made within 30 days upon receipt of Invoice(s). The Contractor shall submit monthly invoices for the month being worked for by the 10 <sup>th</sup> day of the said month.
3.8	Prices charged by the Bidder for Services performed under the Contract shall only vary as provided for under Section 139 of the Public Procurement and Asset Disposal Act, 2015.
3.14	Specify resolution of disputes. <b>Disputes to be settled as per the Arbitration Laws of Kenya</b>
3.16	Specify applicable law. <b>Laws of Kenya</b>
3.17	<p>Indicate addresses of both parties.</p> <p><b>Client: Teacher Service Commission</b>            Teachers Service Commission            Upper Hill, Kilimanjaro Road,            Private Bag 00100  <u>Nairobi</u></p> <p>Email: info@tsc.co.ke            Website: http://www.tsc.go.ke</p> <p><b>Bidder's Address:</b></p>
Others	The Contractor shall not subcontract the performance of the services to any other firm

### 1. GENERAL

The Teachers Service Commission (referred to as the client) intends to enter into a contract with the winning bidder (referred to as the Contractor) to **Guarding services under the following Service Level Agreement**. The commission requires the services of reputed, well established and financially sound Security Service Provider having experience in providing Security services on contract basis.

### 2. CONTRACT PERIOD

**The Contract period shall be twenty four (24) months –renewable annually subject to satisfactory performance, unless and until determined under the provisions of this Agreement as follows:**

- i. The Contractor shall be expected to provide at least **97 Security guards** to serve at 47 TSC county offices across the country (referred to as the Clients premises) at any given time to provide day and night guarding services for 24 hours, seven (7) days a week (Monday to Sunday) throughout the contract period.
- ii. The contract period shall be 1<sup>st</sup> July 2017 to 31<sup>st</sup> June 2018. The contract for providing the aforesaid manpower is for a period of one year from the date of effectiveness of the contract. The period of the contract may be further extended provided that the requirement of the service persists at that time or may be terminated owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider. The commission, however, reserves right to terminate this contract as a result of unsatisfactory performance at any time after giving notice to the selected Service Provider.

### 3. CONTRACT VARIATION

The number of counties to be guarded may also be increased as and when needed.

### 4. SERVICE LEVEL AGREEMENT

- i. The Service Provider shall provide security services by deploying adequately trained and well-disciplined security guards. They will safeguard the premises, movable and immovable assets, and guard against thefts, pilferage or damage and also ensure safety of the employees or any other persons visiting the commission.
- ii. The security guard shall be deployed round the clock for not more than eight hours per shifts at the commission headquarters on 24×7 basis.
- iii. The Service Provider shall ensure proper inward and outward movement of staff, equipments and vehicles, etc. as per instructions given from time to time by the head of security. The security Service Provider shall be responsible for maintaining proper traffic of the incoming and outgoing vehicles and to ensure that there is no congestion whatsoever at any time.
- iv. Controlling unauthorized entry or exit of vehicles in & around the commission premises.
- v. To carry out surveillance of the building and outside perimeter for suspicious persons or activities.
- vi. The security guards deployed shall take regular rounds of the building in and out and should be vigilant and remain alert to avoid any unforeseen event taking place.
- vii. The Service Provider shall keep the commission secretary or representative informed of all the matters relating to security.



- viii. The Service Provider shall ensure that the security guard deployed are of good health and sound mind.
- ix. The Service Provider must ensure that before deployment, guards/ supervisors have been vetted by Directorate of criminal of investigation National police service who will issue a certificate of clearance.
- x. The security guards must be trained and certified in all facets of security work including unarmed combat, access control, crowd control, elementary intelligence and firefighting skills. Prove of this training shall be required.
- xi. The bidder shall provide proper supervision of security guards.

## **5. GUARDS SERVICES TERM AND PERSONNEL**

The Contractor shall have adequate reserve guards for replacement on unsatisfactory performance, sickness, absence or any other reason. Guards engaged for services at Client's premises must be those on permanent employment.

Emergency security backup guards shall be available within minimum time possible when need arise.

## **6. SCOPE OF SERVICES/CONTRACTOR'S RESPONSIBILITIES**

The Contractor Security Guards shall protect and prevent Client's premises against all risks by performing the following tasks/duties:-

- a. The Contractor is responsible for safeguarding and protecting the client's personnel, properties, materials and equipment from unauthorized use, loss, theft, trespassing, espionage and sabotage and also protect any and all none clients property located at the client's premises.
  - *This shall include patrolling premises as required to provide continuous surveillance.*
  - While patrolling, check all designated doors and windows and if found unlocked or open notify the shift supervisor and close and lock door and windows. Also turn off unnecessary lights and perform other security related activities necessary to meet overall security requirements
- b. Manning of TSC premises. This will include facilitating visitors and attending and guiding visitors to respective offices.
- c. Ensuring that all the regulations of the client affecting the security of the property are carried out. A copy of the regulations will be given to the winning Contractor together with other contract documents.
- d. Any interference to the protection of the premises is identified as soon as possible and reported to the relevant authorities.
- e. Deter the commission of assault, robberies, and other violent crimes by deploying well-trained and alert security guards in client's premises.
- f. Ensure courteous reception of all visitors and customers to the Client's premises, assisted and directed in a manner, which will reflect to the Contractor's credit and client's good image.
- g. Arrest any person who is committing cognizable offence or with reasonable cause is suspected to be in act of committing a cognizable offence, and report the same to the client's security officers, and the police officer present.
- h. Prevent occurrence of fires, explosions and other catastrophes by keen observation of premises, electrical equipment and personnel to identify unsafe conditions, procedures or activities. Other responsibilities would be:-
  - i. Detect fire and take the right action.

- ii. Alert the Commission security staff particularly the supervisors of the danger at hand.
  - iii. Clear any obstruction to the firefighting equipment.
  - iv. Ensure fire-fighting appliances e.g. fire pumps are functional.
  - v. Correctly use the right firefighting equipment to extinguish the fire.
  - vi. Raise the fire alarm to initiate an emergency response
  - vii. Participate in periodic fire drills.
- i. Pay attention to all water, steam, gas and electrical installation to detect leakage or spillage, breakdown and wastage within its guarding ambit and to take any immediate action necessary in the interest of safety and security.
  - j. Ensure the firefighting equipment remain in the designated locations and are not interfered with.
  - k. Record names of all persons visiting the premises to collect or deliver materials as required by ensuring that no Client's property is taken from the premises without relevant authority or entry of suspicious equipment and materials.
  - l. Implement the Contractor's right to search of employees and visitors to ensure that no Client's property is taken from the premises without the relevant authority or entry to suspicious equipment and materials.
  - m. Require the production of authorizations on the removal of the Client's property and deal with them in accordance with best practice.
  - n. Take into custody all personal property found on the site and maintain a register of lost and found property containing all relevant details such as time, place and nature of the property as required.
  - o. Record all occurrences of security interest in a daily occurrence/log book for the information of the security staff, management and other persons concerned.
  - p. Control personnel entry to and from various authorized entrances at Client's premises and ensure no unauthorized persons gain access to the premises. This will include regulation of human traffic in all Client's station offices and ensuring that large numbers of customers are accessed respective service areas in an orderly manner without delay.
  - q. Guard client's premises against terrorism by:-
    - i. Conducting thorough access controls into the Client's premises, screen/search personnel.
    - ii. Detecting and report or deal with suspicious characters, dangerous equipment and materials.
    - iii. Enforcing relevant measures on guard against terrorism.

## 7. LIABILITY CONTRACT

The Contractor shall be responsible for any want of proper care on its part in the selection/employment of employees put on and in charge of offering security and safety services to the Client.

The Contractor shall be responsible to the Client in the circumstances of any intentional wrongful act committed by the Contractor's Employees(s).

- The Contractor shall be liable for any loss suffered by the Client caused by negligence of the Contractor or the Contractor's employees whilst in action within the course of their employment subject to the SCC.
- The Contractor shall state willingness to take responsibility for such and also to take up a liability insurance cover for the loss.

## 8. INDEMNITY

The Contractor shall indemnify and keep indemnified The Client, its servants and agents against loss, of or damage, of property or bodily injury sustained by its servants or agents or any of them by reason of any act omission or neglect of Contractor its servants or agents whilst

performing their duties under this Agreement **AND** against the dishonesty of its Security Officers whilst performing their duties hereunder **AND THIS** shall include subject to the SCC.

The Client agrees to indemnify and to hold the Contractor, its agents and employees not responsible for all claims, proceedings, damages, costs, expenses and losses arising as a result of Client's negligence.

**9. CLAIMS**

Notice of all claims by the TSc or the Contractor in respect of any loss, damage or injury , shall be given in writing giving details of such loss, damage or injury of consequential or indirect loss within fifteen (15) days after the discovery of such damage, loss or injury.

**10. LOGISTICS**

The Contractor shall make arrangements and be responsible at their own cost for the General Transport requirements for all its personnel to and from the premises.

**11. INSURANCE**

The Contractor shall insure its Security Officers engaged in the performance of guarding services at TSC against injury sustained by them in the course of carrying out their duties. Unless such injury shall be due to the act neglect or default of the Client's servant or agents the Contractor will indemnify the Client against all actions claims and demands in respect of such injury.

The Contractor shall if required by the Client avail the policy of Insurance in respect thereof and proof of payment of current premium.

## 12. SIGN PLATES

The Contractor shall at its own cost subject to the prior approval thereof provide sign plates indicating that the premises are being guarded by the Contractor.

## 13. REQUIREMENTS TO BE MET BY GUARDS

- a. **Age of the Guards:** Aged between 21 and 45 years old
- b. **Education:** Form four leavers and above who are able to express themselves in English and Swahili fluently
- c. **Vetting:** The contractor shall have thorough knowledge of guards' background and must provide:
  - i. Their Certificates of good conduct before the guards are posted.
  - ii. Their Certificates

## 14. UNIFORM AND PROTECTIVE CLOTHING

Contractor shall provide adequate and sufficient protective clothing that includes uniforms; headgear and foot wear to all guards in the Client's premises. The Uniform must be of specified colour and shall always be clean and in good state of repair to commensurate the Client's image.

## 15. SECURITY EQUIPMENT

**Contractor must provide a list of own security equipment to be provided to the guards for use in service improvement and efficiency.** This must include own guards monitoring system. Any such equipment must be tabulated clearly as part of contract cost analysis indicating whether they provided for free or are chargeable. Any security equipment used/provided shall be serviceable.

## 16. TRAINING

Guards shall have undergone training in primary security procedures, fire-fighting, and safety, first aid and customer service. Training on anti-terrorism and terrorism awareness is a must. Working knowledge of computers and PABX is mandatory.

## 17. SUPERVISION

The guards shall be effectively supervised on a 24-hours basis by site contract manager or a qualified supervisor provided by the Contractor.

## 18. INCIDENT REPORTING

The Contractor shall have in place adequate systems for reporting any incidents. Incidents occurring in Client's premises shall be reported without delay to the Clients head of security or his representative.

## 19. COMMUNICATIONS

Contractor shall ensure own communication links (land line telephone, mobile phones, radios etc) to the main control room must be reliable and manned 24 hours. The client would provide necessary internal communication where necessary.

Where Clients' telephone will be used to make external calls or mobile destinations, such calls must be officially recorded as will be specified. Bills for calls made on non-TSC business will not be honoured.

## 20. PROVISION OF STANDARD SERVICE

The Contractor shall provide services to the acceptable standards in the performance of the services. Poor performance shall be grounds for summary termination of the Agreement on notice by the Client.

Frequent and inexcusable delays by the Contractor in the performance of its obligations hereunder shall give rise to sanctions impositions of liquidated damages by the Client.

If at any time during the performance of this Agreement the Contractor encounters unfavourable conditions affecting provision of services, the Contractor shall immediately and without any delay notify the Client in writing of the Conditions, their cause duration of occurrence. As soon as practicable the Client shall evaluate the condition and seek to address any anomalies, and may at its sole discretion waive the Contractor's obligations.

**21. NOTICE**

Any notice to be served on either of the party by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party or by facsimile transmission or by electronic mail or by telex and shall be deemed to have been received by the addressee within Seven (7) days of posting or 48 hours if sent by facsimile transmission or by electronic mail or telex.

**22. WAIVER**

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver to them or a right at any time subsequently to enforce all terms and conditions of this Agreement.

## SECTION VII ~ STANDARD FORMS

### Notes on the standard Forms

1. **Form of Tender** ~ The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** ~ The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** ~ The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** ~ This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** ~ When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter.

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**FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To:

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 ..... or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[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  
*[signature]* \_\_\_\_\_ *[In the capacity of]*  
Duly authorized to sign tender for and on behalf of \_\_\_\_\_



**PRICE SCHEDULE OF SERVICES**

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

Description	Cost per Guard per month inclusive (KSHS) of VAT	Total Amount for 43 Guards per month inclusive of VAT	Total Amount for All Guards per year nclusive of VAT
Provision of 24 hour Guarding Services:			
<b>TOTAL</b>			

Payment will be made every two Months within 30 days upon receipt of Invoice(s).

Name of Tenderer's .....

Signature and Rubber Stamp of tenderer\_\_\_\_\_

**CONTRACT FORM**

THIS AGREEMENT made the \_\_\_day of \_\_\_\_\_20\_\_\_between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of SERVICES 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.

**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.....

**TENDER SECURITY**

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

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

Sealed with the Common Seal of the said Guarantor this \_\_\_day of \_\_\_\_\_ 20 \_\_.

THE CONDITIONS of this obligation are:

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

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

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

\_\_\_\_\_  
*[Date ]*  
\_\_\_\_\_  
*[Witness]*

\_\_\_\_\_  
*[Signature of the Guarantor]*  
\_\_\_\_\_  
*[Seal]*

**TENDER-SECURING DECLARATION**

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)

**PERFORMANCE SECURITY FORM**

To Teachers Service Commission

WHEREAS ..... [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. \_\_\_\_\_ [*reference number of the contract*] dated \_\_\_\_\_ 20 \_\_ to supply.....[*description of goods*] (hereinafter called “the Contract”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... [*amount of the guarantee in words and figure*] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... [*amount of guarantee*] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

**BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To Teachers Service Commission

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

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

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

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_ *[name of bank or financial institution]*

\_\_\_\_\_ *[address]*

\_\_\_\_\_ *[date]*

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_

\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER



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

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....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...

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**FOR OFFICIAL USE ONLY**

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

**SIGNED**  
**Board Secretary**