

TEACHERS SERVICE COMMISSION



TENDER DOCUMENT FOR PROCUREMENT OF SERVICES

COMPREHENSIVE MAINTENANCE & REPAIR OF TSC HQS & COUNTIES

COMPUTERS, LAPTOP, UPSs, AND PRINTERS.

TSC/T/025/2017-2018

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

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

SECTION I ~ INVITATION FOR TENDERS

TENDER NO. TSC/T/025/2017-2018

TENDER NAME: COMPREHENSIVE MAINTENANCE & REPAIR OF TSC HQS & COUNTIES COMPUTERS, LAPTOP, UPSs, AND PRINTERS.

- 1.1 The Teachers Service Commission invites sealed tenders from eligible candidates for **COMPREHENSIVE MAINTENANCE & REPAIR OF TSC HQS & COUNTIES COMPUTERS, LAPTOP, UPSs, AND PRINTERS.**
- 1.2 Interested eligible candidates may obtain further information and inspect the tender documents from **Supply Chain Management Section, 2nd Floor Podium Wing, Teachers Service Commission House, Kilimanjaro Road Upper Hill** during normal office working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs.1, 000.00** in cash or bankers cheque payable to **The Secretary, Teachers Service Commission.** The Tender documents may also be downloaded from TSC website (www.tsc.go.ke). Tender documents downloaded from the website are free of charge.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at **TSC House Podium Wing, Main Reception Ground Floor** or be addressed to **The Secretary, Teachers Service Commission, P.O Box -00100,Nairobi** so as to be received on or before **16th May 2017 at 10.30 am**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at **Teachers Service Commission House, 3rd Floor Podium Wing.**

NANCY NJERI MACHARIA
COMMISSION SECRETARY

SECTION II ~ INSTRUCTION TO TENDERERS

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SECTION II ~ INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

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

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the TSC, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall be Kshs.1,000/=
- 2.2.3 The TSC shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
 - (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of Insurance Cover
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Contract Form
 - (ix) Confidential Business Questionnaire Form
 - (x) Tender security Form
 - (xi) Performance security Form
 - (xii) Insurance Company's Authorization Form
 - (xiii) Declaration Form
 - (xiv) Request for Review Form

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

2.4 Clarification of Tender Documents

- 2.4.1 A Candidate making inquiries of the tender documents may notify the TSC by post, fax or by email at the TSC's address indicated in the Invitation for tenders. The TSC will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the TSC. Written copies of the TSC response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 2.4.2 The TSC shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.
- 2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.5 Amendment of Tender Documents

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

2.6 Language of Tenders

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

2.7. Documents Comprising the Tender

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

2.8. Form of Tender

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

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

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

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

2.12. Tender Security

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

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

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

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

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

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

2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity.

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

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

2.13. Validity of Tenders

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

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

2.14. Format and Signing of Tenders

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

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

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

2.15 Sealing and Marking of Tenders

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

- (a) be addressed to the TSC at the address given in the Invitation to Tender.
- (b) bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE **16th May , 2017 at 10.30am**.

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

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

2.16. Deadline for Submission of Tenders

2.6.1 Tenders must be received by the TSC at the address specified on **16th May, 2017 at 10.30am**.

2.16.1 The TSC may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and

obligations of the TSC and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17. Modification and Withdrawal of Tenders

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

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity.

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

2.18. Opening of Tenders

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

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the TSC, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The TSC will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the TSC may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the TSC in the TSC's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The TSC will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The TSC may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation
- 2.20.4 Provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.5 TSC Prior to the detailed evaluation, pursuant to paragraph 2.20, the TSC will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the TSC's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.6 If a tender is not substantially responsive, it will be rejected by the TSC and may not subsequently be made the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

- 2.22.1 The TSC will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The TSC's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.
- (a) operational plan proposed in the tender;
 - (b) deviations in payment schedule from that specified in the Special Conditions of Contract
- 2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a) Operational Plan

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

(b) Deviation in payment schedule

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

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

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

2.23. Contacting the TSC

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

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

2.24 Post-qualification

2.24.1 The TSC will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

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

2.25 Award Criteria

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

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

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

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

- 2.26.2 The TSC reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the TSC's action. If the TSC determines that none of the tenders is responsive, the TSC shall notify each tenderer who submitted a tender.
- 2.26.3 The TSC shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.4 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the TSC will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the TSC pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the TSC will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

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

2.29 Performance Security

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the TSC.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the TSC may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 The TSC requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 The TSC will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

Appendix to Instructions to Tenderers

The following information for the procurement of insurance services shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of

the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1.1	Tenders Open To Authorized Service Provider Firms/Business Partners For The Product They Wish To Maintain.
2.2.2	The cost of tender document is Kshs.1,000.00
2.10.1	Tender prices may be quoted in Kenyan Shillings or equivalent in freely convertible currency
2.12.1	Tender security in form of a Bank guarantee is required. The amount of tender security is 2% of the contract price
2.15.1	Time, date and place of tender opening are: 10.30am on 16th May 2017 at Teachers Service Commission House, Upper Hill Kilimanjaro Road 3 rd floor, Podium Wing.
2.15.2	TEACHERS SERVICE COMMISSION HOUSE, 3rd Floor Podium Wing. 16th May 2017, at 10.30 am

EVALUATION CRITERIA

1. PRELIMINARY REQUIREMENTS (MANDATORY REQUIREMENTS)

S/No.	Documents to be Submitted	Yes/No
MR1.	Valid copy of valid Certificate of Registration	
MR2.	Valid copy of PIN Certificate	
MR3.	Valid copy of valid VAT certificate	
MR4.	Valid copy of valid Tax Compliance Certificate	
MR5.	CVS And Copies Of Certificates Of Technicians For The Contract	
MR6.	Tender Security (Bid bond) of 2% of the tender sum in form of a Bank guarantee or bankers cheque from a reputable bank or from an insurance firm in Kenya.	
MR7.	The firm must have a physical address and administrative office (Attach copy of lease agreement from landlord or utility)	
MR8.	Proof of running contracts of maintenance & repair computers, laptops, Ups & Printers at least Khs.1, 000,000/= per year. Attach copy(s) At least 3years	
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.	Site Survey/Meeting Certificate From TSC ICT Directorate. This Is Useful For The Bidder To Determine The Quantities Of Materials And Accessories Required For The Maintenance Of The Equipment.	
MR13.	valid copy of valid Business Permit	
MR14.	Must fill and sign a sworn affidavit for Non-Debarment Statement	
MR15.	Must fill and sign a sworn affidavit for Non-corruption Pledge	
MR16.	Must provide Manufacturers authorization letters	

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

FEATURE	MINIMUM REQUIREMENTS	SCORE (100 Marks)
Firm's profile and Experience	a) Number of years the firm has been in similar business. Each year at 4 marks, maximum (9 marks)	12 marks
	b) Documentary evidence of similar assignment undertaken in the last three (3) years/reference from at least three (3) clients. Each @ 5 marks	15 marks
Qualification of Technical Staff	a) Provide CVs & copies of Certificates of at least 2 technical staff (3 marks each, Total 6 marks) with at least 3 years' experience in similar assignment (Each Year of Experience at 4 marks. Total 12 marks).	18 marks
Supervisory Personnel	Qualifications and experience of key site management and technical personnel proposed for the Contract	12 marks
Reference sites	The bidder MUST demonstrate relevant experience in Previous experience in similar works. (3mark) Provide proof of similar works done in the last 3 years (Attach documentary evidence from at least 3 clients, signed by the clients) 6marks per ref site	21 marks
Financial stability	-Provide evidence of access to financial funding to facilitate this contract (either a bank statement showing a healthy balance or financial institution undertaking to fund you if awarded the contract (10 Or 0 marks)	10 marks
	- Audited accounts for the last three (3) years; 2015, 2014 & 2013. Each year @ 3mks = 9	9 marks
Warranty policy	Highlight warranty in terms of duration,coverage ,initialization dates,exclusions,disclaimer and limitations for spare sparts supplied and services rendered @3mrks	3 marks
	TOTAL	100

	Financial Evaluation will be subjected to firms with 70 and above marks on Technical score
	Financial Evaluation: – Will be based on the lowest offer Price.
	A ward Criteria: – The Tender with the lowest evaluated price.

SECTION III ~ GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

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

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

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

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

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

3.5. Patent Rights

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

3.6 Performance Security

- 3.6.1 Within **thirty (30) days** of receipt of the notification of Contract award, the successful tenderer shall furnish to the TSC the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the TSC as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the TSC and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the TSC and returned to the Candidate not later than **thirty (30) days** following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

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

3.8. Payment

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

3.9. Prices

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the TSC's request for tender
- 3.9.2 Validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.3 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.4 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

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

3.10. Assignment

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

3.11. Termination for Default

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

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

3.11.2 In the event the TSC terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Contractor shall be liable to the TSC for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

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

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

3.14 Resolution of Disputes

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

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

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

3.1.2 A notice shall be effective when delivered or on the notices effective date, whichever is la

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.2 Special Conditions of Contract as relates to the General Conditions of Contract

Reference of General Condition of Contract	Special condition of contract
2.25 Award criteria	The tender with the lowest evaluated price
3.1	Provision of Service and Repair shall be for a period of one (1) years
3.6 Performance security	A performance security of 10% of the contract in the form a bank guarantee will be required from the responsive tenderer within thirty (30) days of receipt the notification of contract.
3.8 Payments	Payments will be made within 30 days from the date of provision of service
3.9 Price adjustment	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
3.16 Applicable law	The applicable law shall be Kenyan law
3.18 Notices	Client: The Secretary, Teachers Service Commission, Private Bag - 00100, Nairobi. Tel: 020-2892000. E-mail: ddprocurement@tsc.go.ke

SECTION V ~ SCHEDULE OF REQUIREMENTS

5.1 General

The Teachers Service Commission (TSC) intends to procure **Comprehensive Maintenance & Counties Computers, Laptops, Ups And Printers** through competent service providers, in the Headquarters and the 47 counties.

5.2 Submission of bids

i) The Tenderer must submit a one-envelope bid in the following format:-

Technical: ~ Comprising of all the mandatory documents

Financial: ~ Comprising the tender form and price schedule only

ii) **Sealing and Marking of Bids:**

The inner envelopes should be clearly marked as follows:

Original Combined Technical & Financial A **TSC/T/020/2016/2017**

Copy Combined Technical & Financial B **TSC/T/020/2016/2017**

The envelopes shall then be sealed in an outer envelope

The inner and outer envelopes should be addressed to:

**The Secretary
Teachers Service Commission
P.O. Box Private Bag ~ 00100
Nairobi.**

SECTION VI – DESCRIPTION OF SERVICES~~~~ TSC HEADQUARTERS

Notes for preparing technical specifications

A set of precise and clear description of the services required is a prerequisite for tenderers to respond realistically and competitively to requirements of the procuring entity without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements – in design and materials unless otherwise provided for in the contract.

Samples of specifications from previous similar procurement are useful in their respect.

Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

ITEM	NUMBER
CPU _s	721
LAPTOPS	43
SAMSUNG –BLACK	5
UPS	579

TERMS OF REFERENCE /SCOPE OF WORK-COUNTIES/HQTS

The Teachers Service Commission (TSC) has offices in all the 47 counties and each county has 2 to 3 computers, UPS and a printer. TSC desires to engage a competent firm for servicing and maintenance of these equipment at their respective County Offices. The objectives for the service level agreement (SLA) for the service and maintenance of TSC County ICT equipment are:-

1. Quarterly servicing of ICT equipment (computers, printers and UPS) to ensure the equipment is always operational
2. Repair and replacement of various ICT hardware components and accessories.
3. Periodic reports and advise on measures to ensure ICT equipment is always availability and operational

The prospective supplier is required to demonstrate high level competence in the delivery of this service.

Feature	Minimum Requirement	
Scope of work	Comprehensive Maintenance shall entail maintaining, cleaning, testing, configuration, servicing and repair of all computers, printers, UPS and related accessories and replacement of all spare parts and all other components thereto in the county offices. <i>Note. Actual item</i>	
	<i>Quantities are elsewhere in the bid document.</i>	
Contract period	1 year	
Terms of Reference	The contractor shall provide fault diagnoses, resolution and where applicable, recommendations for correction following the reporting of any ICT equipment malfunction by the Commission.	
	Subject to the terms and conditions herein, the contractor shall provide both on call Maintenance Service to maintain the ICT equipment in full operating condition and Preventative Maintenance to assure the proper functioning of the same.	
	A register shall be maintained showing servicing, repair and replacement of each ICT equipment and shall be produced for verification. The preventive maintenance in respect to the Computers, laptops and accessories shall include but not limited to:-	

	<ol style="list-style-type: none"> 1. Vacuum cleaning of the computers and accessories to Remove harmful dust particles; 2. Oiling the Processor Cooling fan; 3. Running system diagnostics and reporting errors; 4. Cleaning the disk drives and compact disk drives; 5. Cleaning the monitor, system unit casing, keyboard and mouse; 6. Repair and replacement of faulty parts; 7. Offer standby system in case of breakdown of equipment; 8. Cleaning and checking all external services and peripherals; 9. Offer standby system in case of breakdown of computers that take long (more than 12 hours) to repair after a reported failure 10. Assessment and advising the Commission on requirements regarding personal computers and computer accessories; <p>The preventive maintenance in respect to the UPS and related accessories shall include but not limited to:-</p> <ol style="list-style-type: none"> 1. Vacuum cleaning of the inside of the UPS to remove harmful dust particles. 2. Oiling of the movable parts. 3. Running software diagnostics, to make sure that the UPS is working in case of any problems. 4. Repair and replacement of faulty parts 5. Carrying upgrades when required. 6. Offer standby UPS in case of breakdown of the UPS that take long (more than 12 hours) to repair; 7. Advise the Commission on any requirements regarding UPS. <p>The preventive maintenance in respect to the printers and related accessories shall include but not limited to:-</p> <ol style="list-style-type: none"> 1. Vacuum and cleaning of the printer and different parts like paper path, rollers, filters and fans among other parts. 2. Oiling of the movable parts. 3. Running diagnostics, to make sure that the printer is working in case of any problems. 4. Repair and replacement of faulty parts 5. Offer standby printer in case of breakdown of the printer that take long (more than 12 hours) 6. Advise the Commission on any requirements regarding the printers. 	
	Cleaning of each ICT equipment and its accessories on a quarterly basis	

	Offer of corrective maintenance of the ICT equipment as and when required.	
	<p>To use standard and authorized manufacture's components for replacement and repairs of all defective parts of the ICT equipment; this will involve both minor and major components.</p> <p>The firm shall maintain the ICT equipment as per the manufacturer's guidelines and shall use genuine parts and materials approved by the Manufacturer for repair and replacement. Repairs and replacements involves all ICT equipment components excluding printer toners and cartridges.</p>	
	If any ICT equipment is required to be transported to the firm's service center/workshop for repairs, the same shall be undertaken at the risk, cost and transportation of the firm.	
	<p>The contractor shall obtain the necessary written approval to cart away the ICT equipment from the TSC county director when circumstances demand.</p> <p>The contractor shall maintain comprehensive quarterly reports duly signed by the County contact person of all services rendered, ICT equipment serviced, and components replaced etc for accounting purposes. An email of the same should be send to contact person at the TSC headquarters.</p>	
Staff on site	<ol style="list-style-type: none"> 1. The firm shall have qualified technicians carry out maintenance tasks, repairs and replacements in all the 47 counties. 2. A schedule of the visit to the counties shall be prepared by the contractor and approved by the director of ICT after which the contractor shall visit the counties to carry out the preventive maintenance. 3. A contact of technical staff who will be responsible for different counties shall be provided - both telephone number and email address. 4. Corrective maintenance needs shall be communicated through the contractor's provided contacts on the agreed priority levels shown below. 	
Deployed Staff	The engineers deployed shall be responsible for preventive maintenance, repair and replacement of parts of the ICT equipment. Quarterly reports on this shall be produced as proof of work done, failing of which appropriate penalty by way of fine would be imposed.	
Logbook	The contractor's engineers on completing a service call will complete	

(Repair Equipment Report)	<p>the Repair Equipment Report (RER) book at the site, clearly indicating the call completion date and time, the particulars of the fault and the repair. This RER must be countersigned and stamped by the Commission’s contact person at the site indicating his acceptance that the ICT Equipment has been diagnosed or repaired and is in full working condition.</p> <p>They shall attend to all the complaints received in the following manner:</p> <table><tr><th>Level</th><th>Situation</th><th>Response Time</th><th>Average Fix Time</th></tr><tr><td>1.</td><td>Minor faults</td><td>immediately</td><td>immediately</td></tr><tr><td>2.</td><td>Medium faults(faults that may require replacement of parts)</td><td>1 hour</td><td>2 hours</td></tr><tr><td>3.</td><td>Major faults and replacement s/provision of stand-by equipment</td><td>12 hours</td><td>24 hours</td></tr></table>	Level	Situation	Response Time	Average Fix Time	1.	Minor faults	immediately	immediately	2.	Medium faults(faults that may require replacement of parts)	1 hour	2 hours	3.	Major faults and replacement s/provision of stand-by equipment	12 hours	24 hours	
Level	Situation	Response Time	Average Fix Time															
1.	Minor faults	immediately	immediately															
2.	Medium faults(faults that may require replacement of parts)	1 hour	2 hours															
3.	Major faults and replacement s/provision of stand-by equipment	12 hours	24 hours															
Standby ICT equipment	Any ICT equipment not repaired within 12hrs should be replaced with another of equal specifications or better by the contracting firm at their cost for use until the repair is done.																	
Reports	<p>To prepare and submit monthly and quarterly Technical Service Reports detailing the condition of all ICT equipment covered by this agreement, work undertaken, test results, serviced, spare parts replaced and enhancement recommendations not later than fourteen (14) days after the completion of the quarterly preventative maintenance. The reports shall contain:</p> <ul style="list-style-type: none">a) An updated list of commonly occurring problems and how to resolve them.b) ICT equipment under repair status report.c) List of ICT equipment at the workshop pending repair;d) List of stand by ICT equipmentwith the TSC county offices.																	

	<p>A final report at the end of the contract period of all the work done and recommendations by the contractor shall be submitted.</p> <p>A soft copy of the reports shall be emailed to the Director ICT upon Completion of every task per county.</p>	
Contract	The firm must supply a detailed contract sample and work schedule.	
<i>For the purpose of technical evaluation, documentary evidence must be submitted with the technical bid.</i>		

LIST OF COUNTIES AND THEIR ICT EQUIPMENT

SNo	County Name	No. of Computers (Incl. laptops)		No. of Printers		No. of UPS	
1	THARAKA	2	<ul style="list-style-type: none"> • 1 Dell, • 1 Lenovo 	2	<ul style="list-style-type: none"> • 1No SAMSUNG-6555NX • 1No HP 	2	<ul style="list-style-type: none"> • 1No 650VA APC • 1No 650VA Mecer
2	BARINGO	2	<ul style="list-style-type: none"> • 1 Dell, • 1 Lenovo 	1	<ul style="list-style-type: none"> • 1No SAMSUNG-6555NX 	2	<ul style="list-style-type: none"> • 1No 650VA APC
3	BOMET	3	<ul style="list-style-type: none"> • 1 Dell, • 1 Lenovo • 1 HP 	1	<ul style="list-style-type: none"> • 1No SAMSUNG-6555NX 	3	<ul style="list-style-type: none"> • 2 No 650VA • 1 No 650VAMecer
4	BUNGOMA	2	<ul style="list-style-type: none"> • 1 HP • 1 Lenovo 	1	<ul style="list-style-type: none"> • 1No SAMSUNG-6555NX 	1	<ul style="list-style-type: none"> • 1No 650VA APC
5	BUSIA	1	<ul style="list-style-type: none"> • 1 Lenovo 	1	<ul style="list-style-type: none"> • 1No SAMSUNG-6555NX 	1	<ul style="list-style-type: none"> • 1No 650VA APC
6	ELGEYO MARAKWET	2	<ul style="list-style-type: none"> • 1 Dell, • 1 Lenovo 	2	<ul style="list-style-type: none"> • 1No SAMSUNG-6555NX • 1 No HP 5200 	2	<ul style="list-style-type: none"> • 1No 650VA APC • 1No Acer
7	GARISSA	4	<ul style="list-style-type: none"> • 1 Dell, • 3Lenovo 	2	<ul style="list-style-type: none"> • 1No SAMSUNG-6555NX • 1 No BROTHER-6050 	3	<ul style="list-style-type: none"> • 2 No 650VA APC • 1 No 650VAMecer

S/No	County Name	No. of Computers (Incl. laptops)		No. of Printers		No. of UPS	
					DN		
8	HOMABAY	0	•N/A	1	• 1No SAMSUNG- 6555NX	1	•1 No 650VA APC
9	KAJIADO	3	•1 Dell, •1 Lenovo •1 HP	1	• 1No SAMSUNG- 6555NX	1	•1 No 650VA APC
10	KAKAMEGA	0	N/A	1	• 1No SAMSUNG- 6555NX	2	•2 No 650VA APC
11	KIAMBU	2	•1 HP •1 Lenovo	2	• 1No SAMSUNG- 6555NX • 1 No HP Deskjet	1	•1No 650VA APC
12	KILIFI	1	•1 Lenovo	1	• 1No SAMSUNG- 6555NX	2	•1No APC-BK650 •1No 650VA APC- SU750

S\No	County Name	No. of Computers (Incl. laptops)		No. of Printers		No. of UPS	
13	KIRINYAGA	2	<ul style="list-style-type: none"> • 1 Dell • 1 Lenovo 	1	<ul style="list-style-type: none"> • 1No SAMSUNG-6555NX 	2	<ul style="list-style-type: none"> • 2 No 650VA APC
14	KISII	4	<ul style="list-style-type: none"> • 1 Dell • 1 HP • 2 Lenovo 	2	<ul style="list-style-type: none"> • 1No SAMSUNG-6555NX • 1No HP 	2	<ul style="list-style-type: none"> • 2 No 750VA APC
15	NYERI	0	N/A	1	<ul style="list-style-type: none"> • 1No SAMSUNG-6555NX 	2	<ul style="list-style-type: none"> • 2 No 650VA APC
16	LAIKIPA	2	<ul style="list-style-type: none"> • 1Dell • 1 Lenovo 	1	<ul style="list-style-type: none"> • 1No SAMSUNG-6555NX 	2	<ul style="list-style-type: none"> • 2 No 650VA APC
17	MACHAKOS	0	<ul style="list-style-type: none"> • N/A 	3	<ul style="list-style-type: none"> • 1No SAMSUNG-6555NX • 1No HP-1300N • 1No HP-3600N 	1	<ul style="list-style-type: none"> • 1NoMecer-650VA
18	MANDERA	2	<ul style="list-style-type: none"> • 1 Dell • 1 Lenovo 	1	<ul style="list-style-type: none"> • 1No SAMSUNG-6555NX 	0	<ul style="list-style-type: none"> • N/A

S\No	County Name	No. of Computers (Incl. laptops)		No. of Printers		No. of UPS	
19	MERU		•	1	• 1No SAMSUNG- 6555NX	1	• 1 No 650VA APC
20	MIGORI	3	• 2 Lenovo • 1 Dell	1	• 1No SAMSUNG- 6555NX	1	• 1 No 650VA APC
21	MURANGA	4	• 1 HP • 1 Dell • 2 Lenovo	3	• 1No SAMSUNG- 6555NX • 1No HP 5200 • 1No HP Deskjet	2	• 2 No 650VA APC
22	NANDI	1	• 1 Dell	1	• 1No SAMSUNG- 6555NX	1	• 1 No 650VA APC
23	NYAMIRA	5	• 1 Dell • 1 HP • 3 Lenovo	2	• 1No SAMSUNG- 6555NX • 1No HP-Laserjet 5200	4	• 2 No 650VA APC • 1 No 750VA APC • 1 No Lenovo
24	NYANDARUA	2	• 1 Dell • 1 Lenovo	1	• 1No SAMSUNG- 6555NX	1	• 1 No 750VA APC

S\No	County Name	No. of Computers (Incl. laptops)		No. of Printers		No. of UPS	
25	SAMBURU	1	• 1 Lenovo		• 1No SAMSUNG- 6555NX • 1No HP 5200 •	2	• 2 No 650VA APC
26	SIAYA	0	• N/A	3	• 1No SAMSUNG- 6555NX • 1No HP Deskjet • HP Laser Jet	1	• 1 No 650VA APC
27	TAITA- TAVETA	2	• 1 Dell • 1 Lenovo	1	• 1No SAMSUNG- 6555NX	1	• 1 No 650VA APC
28	TANARIVER	3	• 1 Dell • 1 Hp-Comaq • 1 Lenovo	1	• 1No SAMSUNG- 6555NX	0	• N/A
29	TRANSNZOIA	4	• 1 Acer • 1 Dell • 1HP • 1 Lenovo	2	• 1No SAMSUNG- 6555NX • 1No Brother- 6050DN •	4	• 2 No 650VA APC • 2 No 650VA Mecer
30	EMBU	3	• 1 Dell • 1 Hp • 1 Lenovo	2	• 1No SAMSUNG- 6555NX • 1No HP	3	• 2 No 650VA APC • 1 No 650VA Mecer

S\No	County Name	No. of Computers (Incl. laptops)		No. of Printers		No. of UPS	
31	TURKANA	4	<ul style="list-style-type: none"> • 1 Dell • 1 Hp • 2 Lenovo 	3	<ul style="list-style-type: none"> • 1No SAMSUNG-6555NX • 1No HP-2050A • 1No HP-P1505 	2	<ul style="list-style-type: none"> • 2 No 650VA APC
32	VIHIGA	2	<ul style="list-style-type: none"> • 1 Dell • 1 Lenovo 	2	<ul style="list-style-type: none"> • 1No SAMSUNG-6555NX • 1No HP-1300 	2	<ul style="list-style-type: none"> • 2 No 650VA APC
33	KERICHO	3	<ul style="list-style-type: none"> • 2 Lenovo • 1 HP 	1	<ul style="list-style-type: none"> • 1No SAMSUNG-6555NX 	1	<ul style="list-style-type: none"> • 1 No 650VA Mecer
34	KISUMU	2	<ul style="list-style-type: none"> • 1Dell • 1 Lenovo 	1	<ul style="list-style-type: none"> • 1No SAMSUNG-6555NX 	2	<ul style="list-style-type: none"> • 2 No 650VA APC
35	KITUI	7	<ul style="list-style-type: none"> • 1Dell • 5 Lenovo • 1 HP 	4	<ul style="list-style-type: none"> • 1No SAMSUNG-6555NX • 3 HP-1064 	3	<ul style="list-style-type: none"> • 3 No 650VA APC
36	KWALE	8	<ul style="list-style-type: none"> • 1Dell • 6 Lenovo • 1 HP 	2	<ul style="list-style-type: none"> • 1No SAMSUNG-6555NX • 1 HP 	0	<ul style="list-style-type: none"> • N/A

S\No	County Name	No. of Computers (Incl. laptops)		No. of Printers		No. of UPS	
37	LAMU	4	<ul style="list-style-type: none"> • 1 Dell • 3 Lenovo 	2	<ul style="list-style-type: none"> • 1 No SAMSUNG-6555NX • 1 HP 	3	<ul style="list-style-type: none"> • 3 No 650VA APC
38	MOMBASA	10	<ul style="list-style-type: none"> • 1 Dell • 3 Lenovo • 6 HP 	1	<ul style="list-style-type: none"> • 1 No SAMSUNG-6555NX 	0	<ul style="list-style-type: none"> • N/A
39	NAIROBI	7	<ul style="list-style-type: none"> • 1 Dell • 4 Lenovo • 2 HP 	2	<ul style="list-style-type: none"> • 1 No SAMSUNG-6555NX • 1 No Kyocera 	1	<ul style="list-style-type: none"> • 1 No 650VA APC
40	NAROK	1	<ul style="list-style-type: none"> • 1 Dell 	2	<ul style="list-style-type: none"> • 1 No SAMSUNG-6555NX • 1 No HP LaserJet 	1	<ul style="list-style-type: none"> • 1 No 650VA APC
41	WAJIR	4	<ul style="list-style-type: none"> • 1 HP • 3 Lenovo 	1	<ul style="list-style-type: none"> • 1 No SAMSUNG-6555NX 	0	<ul style="list-style-type: none"> • N/A
42	ISIOLO	6	<ul style="list-style-type: none"> • 1 HP-Compaq • 1 Dell • 4 Lenovo 	2	<ul style="list-style-type: none"> • 1 No SAMSUNG-6555NX • 1 No HP LaserJet 1200 	0	<ul style="list-style-type: none"> • N/A

S\No	County Name	No. of Computers (Incl. laptops)		No. of Printers		No. of UPS	
43	NAKURU	4	<ul style="list-style-type: none"> • 1 Dell • 3 Lenovo 	2	<ul style="list-style-type: none"> • 1No SAMSUNG-6555NX • 1No HP LaserJet 	0	• N/A
44	WEST-POKOT	2	<ul style="list-style-type: none"> • 1 Dell • 1 Lenovo 	1	<ul style="list-style-type: none"> • 1No SAMSUNG-6555NX 	1	• 1 No 650VA APC
45	MAKUENI	2	<ul style="list-style-type: none"> • 1 Dell • 1 Lenovo 	1	<ul style="list-style-type: none"> • 1No SAMSUNG-6555NX 	1	• 1 No 650VA APC
46	MARSABIT	7	<ul style="list-style-type: none"> • 3 Lenovo • 3 Hp-Compaq • 1 Dell 	1	<ul style="list-style-type: none"> • 1No SAMSUNG-6555NX 	3	<ul style="list-style-type: none"> • 1 No 650VA APC • 2 No. Digitech 650VA
47	UASIN GISHU	5	<ul style="list-style-type: none"> • 2 Dell • 3 Lenovo 	2	<ul style="list-style-type: none"> • 1No SAMSUNG-6555NX • 1No HP LaserJet 5200 	1	• 1 No 650VA APC

ITEM	NUMBER
CPU's	721
LAPTOPS	43
SAMSUNG –BLACK	5
UPS	579

TEACHERS SERVICE COMMISSION

Telephone: Nairobi 2892000/

0722-208-552

Email: info@tsc.go.ke

Web: www.tsc.go.ke

When replying please quote

Ref. N°:



TSC HOUSE

KILIMANJARO ROAD

UPPER HILL

PRIVATE BAG - 00100

NAIROBI, KENYA

SITE SURVEY FORM

**TENDER: COMPREHENSIVE MAINTENANCE AND REPAIR CONTRACT FOR
COUNTY COMPUTERS, PRINTERS AND UPS**

COMPANY NAME: _____

DATE ON SITE: _____

BIDDER'S TECHNICAL OFFICER: _____
COUNTY _____

S/NO.	ITEM	BRAND	MODEL	CONDITION

TSC County Director Name

Sign _____ Date _____

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 or in another format acceptable to the procuring entity.
6. **Performance security Form** ~ The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

Form of Tender

To:
Teachers Service Commission
Private Bag - 00100
Nairobi

Date.....

Tender No.....
Tender Name.....

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document 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 Insurance Cover Services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2016

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule.

PRICE SCHEDULE OF SERVICES

Name of Tenderer: _____

Tender Number: TSC/T/025/2017-2018

S/No.	Item Description	Total Price In Kshs (PER QUARTER)	Total cost In Kshs (ANNUALLY)	Remarks
01	Comprehensive Maintenance and Repair of Computers, Laptops, UPS ,Printers and Accessories			

NB.

1. All Prices should be inclusive of all taxes.
2. In case of incase of discrepancies between unit prices and total cost, the unit price shall prevail.

Name of the Tenderer.....

Signature

Office Rubber Stamp.....

Contract Form

THIS AGREEMENT made the..... day of2016 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 the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH 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 Details of cover
 - (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 GPA cover 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 services 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 particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) which ever applies to your type of business. You are advised that it is a serious offence to give false information on this Form.

Part General 1:

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.....

Party 2(b) – Partnership

Give details of partners as follows

Name	Nationality	Citizenship Details	Shares
1.			
2.			
3.			
4.			
5.			

Part 2(c) – Registered Company:

Private or public
State the nominal and issued capital of the company –
Nominal Kshs..
Issued Kshs.....

Give details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1.			
2.			
3.			
4.			
5.			

Date..... Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

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 pursuant
to Section 62 of the Public Procurement & Asset Disposal Act, 2015

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

Authorized Signature.....

Official Stamp.....

Name and Title of Signatory.....

TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] 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 procuring entity on the Form; or
2. If the tender, 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 tenders.

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 conditions, specifying the occurred condition(s)

This tender 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 stated date.

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

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 insurance 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 a 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 of money 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 of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

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.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED

Board Secretary

TEACHERS SERVICE COMMISSION



SITE VISIT FORM -HEADQUARTERS

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