



NATIONAL OPEN TENDER

**PROVISION FOR LEASING OF OFFICE SPACE FOR TEACHERS
SERVICE COMMISSION AT VARIOUS SUB- COUNTIES IN KENYA**

TSC/T/17/2020-2021

SIX YEARS LEASE

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

**Email: ddprocurement@tsc.go.ke
Website: <http://www.tsc.go.ke/www.tenders.go.ke>**

CLOSING DATE THURSDAY 15TH OCTOBER, 2020 AT 9.00AM.

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SECTION I - INVITATION FOR TENDERS
TENDER NAME: LEASE OF OFFICE SPACE FOR TEACHERS SERVICE
COMMISSION AT VARIOUS SUB-COUNTIES IN KENYA
TENDER NO: TSC/T/17/2020-2021

- 1.1 The Teachers Service Commission invites sealed tenders from eligible candidates for the lease of office space for Teachers service commission at various Sub- Counties in Kenya.

TENDER NUMBER	TENDER NAME	ELIGIBILITY	CLOSING DATE
TSC/T/17/2020-2021	LEASE OF OFFICE SPACE FOR TEACHERS SERVICE COMMISSION AT SUB-VARIOUSCOUNTIES KENYA	OPEN TO KENYAN NATIONALS ONLY N.B. TSC COMMISSIONERS, STAFF AND THEIR SPOUSES ARE NOT ELIGIBLE TO PARTICIPATE.	Thursday 15 th October 2020 AT 9.00AM.

- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Teachers Service Commission House Kilimanjaro Road Upper Hill, 2nd Floor Podium Wing during normal working hours.
- 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 payable to **The Secretary, Teachers Service Commission**; and attach a copy of receipt to the Tender Document. Alternatively, the document may be downloaded free of charge from the following websites: www.tsc.go.ke or www.tenders.go.ke.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 150 days from the closing date of the tender.
- 1.5 Completed tender documents must be enclosed in plain sealed envelopes, marked with the tender number and tender name and be deposited in the tender box provided at the **TSC House, Podium wing, 3rd floor**, or be addressed and posted to **The Secretary, Teachers Service Commission, Private Bag - 00100, Nairobi** to be received on or before **Thursday 15th October, 2020 at 9.00am**.
- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at **Teachers Service Commission House, 3rd Floor Podium**. only one firm representative will be allowed to attend tender opening in order to adhere to ministry of health guidelines on containment of covid-19.
- 1.7 All the Clarifications and/ or addendums will be posted on TSC Website. Any request for clarifications shall be sent to the Commission Secretary copy to ddprocurement@tsc.go.ke
All clarifications should be received within seventh days before tender opening.
- 1.8 The Lease Agreement shall be for six (6) years with an initial three (3) years renewal subject to satisfactory performance.

COMMISSION SECRETARY / CHIEF EXECUTIVE

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 procuring entity'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 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 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 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 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) Form of Tender
- (vi) Price Schedules
- (vii) Contract Form
- (viii) Confidential Business Questionnaire Form
- (ix) Tender security Form
- (x) Performance security Form
- (xi) Declaration Form
- (xii) 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 Procuring entity by post, fax or by email at the procuring 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 not later than seven (7) days prior to the deadline for the submission of the 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 candidates 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.
- 2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%
- 2.4.4 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.5 Amendment of Tender 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 consider the amendment in preparing their tenders, the Procuring entity, 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 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

- 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 unless otherwise stated in the appendix.

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 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 Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall be an absolute figure.
- 2.12.3 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
- 2.12.4 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 Procuring entity 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 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 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.
- 2.15.2 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 **Thursday 15th October, 2020 at 9.00 am**
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, 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 2.15.2 not later than **Thursday 15th October, 2020 at 9.00 am**
- 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 2.5.3 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 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 Procuring entity 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. 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 Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Thursday 15th October, 2020 at 9.00 am Third 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 Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity 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 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 of the tender 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 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 Procuring entity may waive any minor informality or non-conformity 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 2.20, 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 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 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 2.22.3.

(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 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

(i) 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 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 Post-qualification

- 2.24.1 The Procuring entity 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 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.

2.25 Award Criteria

- 2.25.1 Subject to paragraph 2.29 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.
- 2.25.2 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. Procuring entity's Right to accept or Reject any or all Tenders

- 2.26.1 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 non of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.26.2 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.

- 2.26.3 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 Procuring entity 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 procuring entity 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 Procuring entity 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 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.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 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 Procuring entity.
- 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 Procuring entity 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 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.
- 2.30.2 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
- 2.30.3 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 (ITT)

The following information for leasing of office space for Teachers service commission at various counties and sub-counties 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 instruction

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1 2.1.1	Eligible Tenderers This invitation for tenders is open to all tenderers eligible who meet the qualification criteria.
2.1.2	Teachers service Commission employees, Committee Members, Board Members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
2.1.4	Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.
2.2 2.2.1	Cost of Tendering 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 be Kshs. 1,000/= payable to the Teachers Service Commission at National Bank of Kenya Account No. 01001000905000, Harambee Avenue Branch or Bankers Cheer and present the bank slip to TSC Cash office for official receipt Alternatively, the document may be downloaded for free from www.tsc.go.ke or www.tenders.go.ke
2.2.3	Teachers service Commission shall allow tenderers to review the tender document free of charge before purchase.
2.3	Contents of Tender Documents

2.3.1	<p>The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.7 of these instructions to tenderers.</p> <ul style="list-style-type: none"> (i) Instructions to tenderers (ii) General Conditions of Contract (iii) Special Conditions of Contract (iv) Schedule of particulars of tender (v) Form of Tender (vi) Price Schedules (vii) Contract Form (viii) Confidential Business Questionnaire Form (ix) Tender security Form (x) Performance security Form (xi) Authorization Form if applicable (xii) Declaration form if applicable (xiii) Request for Review Form
2.3.2	<p>The Tenderer is expected to examine all instructions, forms, terms and particulars 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</p>
2.4	<p>Clarification of tender Documents</p>
2.4.1	<p>A prospective candidate making inquiries of the tender document may notify Teachers Service Commission in writing by email to ddprocurement@tsc.go.ke or by post, addressed to The Secretary Teachers Service Commission P.O Box Private Bag -00100 Nairobi within seven (7) days from the date of opening.</p>
2.4.2	<p>The Commission will respond in writing to any request for clarification of the tender it receives not later than seven (7) days prior to the deadline for submission. Written copies of the response (including an explanation of the query but without disclosing the source of inquiry) will be sent to all prospective tenderers who have received the tender documents.</p>
2.5	<p>Amendment of tender Documents</p>
2.5.1	<p>At any time prior to the deadline for submission of tenders,</p>

	Teachers Service Commission, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender document by issuing an addendum amendment.
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 Tenders The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and Teachers Service Commission, 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 2.7.7	Documents Comprising the Tender The tender prepared by the tenderer shall comprise the following components; <ul style="list-style-type: none"> a) Form of tender. b) Price Schedule. c) Confidential Business questionnaire. d) Non-Debarment Statement. e) Integrity Declaration Form. f) Any other document required for preliminary and Technical Evaluation.
2.8 2.8.1	Form of Tender The tenderer shall complete the Form of Tender and the Price Schedules furnished in the tender documents, indicating the particulars of the tender in the format provided any discrepancy shall lead to automatic disqualification.
2.9 2.9.1	Tender Prices The tenderer shall indicate on the Price Schedules the unit

2.9.2	prices and total tender price of the particular of tender under the contract.
2.9.3	<p>Prices indicated on the Price Schedule shall be the amounts to be paid to the tenderer by Teachers Service Commission for the particulars of the tender under the contract.</p> <p>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</p>
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 2.1.1 and 2.1.2 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 meet the Commission's requirements that the tenderer has the financial and technical capability necessary to perform the contract.
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 Teachers Service Commission as non-responsive.
2.13.2	<p>In exceptional circumstances, the Commission 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.</p> <p>A tenderer granting the request will not be required nor permitted to modify its tender during the extension.</p>
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.
2.15.2	The inner and outer envelopes shall: <ul style="list-style-type: none"> a) be addressed to The Secretary Teachers Service Commission P.O Box Private Bag -00100 Nairobi b) bear tender number TSC/T/17/2020-2020 and bear the name: PROVISION OF LEASING OF OFFICE SPACE FOR TEACHERS SERVICE COMMISSION AT VARIOUS SUB-COUNTIES IN KENYA and the words, “DO NOT OPEN BEFORE (Thursday 15th October, 2020 9.00am.)
2.15.3	The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”
2.15.4	If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Teachers Service Commission 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 Teachers Service Commission and be deposited in the tender box provided at the TSC House, Podium wing, 3rd floor , or be addressed and posted to The Secretary, Teachers Service Commission, Private Bag - 00100, Nairobi no later than (Thursday 15th October, 2020 at 9.00am) .
2.16.2	Teachers Service Commission 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 Commission 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 Teachers Service Commission at Procurement Office located Second Floor Podium Wing.
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 Teachers Service Commission prior to Thursday 15th October, 2020 at 9.00 am .
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 email but followed by a signed confirmation copy, postmarked not later than Thursday 15th October, 2020 at 9.00 am
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. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its

	tender security, pursuant to paragraph
2.18	Opening of Tenders
2.18.1	Teachers Service Commission will open all tenders in the presence of tenderers' representatives who choose to attend, on (Thursday 15th October 2020 at 9.00 am) at TSC House, Podium wing, 3rd floor . The tenderers' representatives who are present shall sign a register evidencing their attendance.
2.18.2	The tender's names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
2.18.3	Teachers Service Commission 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.
2.19.1	Clarification of Tenders
2.19.2	To assist in the examination, evaluation and comparison of tenders Teachers Service Commission 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.
2.19.3	Any effort by the tenderer to influence Teachers Service Commission 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	Teachers Service Commission 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 shall not be allowed since the prices quoted and read during the tender opening shall be absolute and final. Tenders with arithmetical errors shall be rejected. Further, discrepancies between words and figures, will lead to disqualification.
2.20.3	Teachers Service Commission may waive any minor informality or non-conformity 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 2.20, the Commission will determine the substantial responsiveness of each tender to the tender requirements. 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 Commission'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 and may not subsequently be made responsive by the tenderer by correction of the nonconformity
2.21	Conversion to single currency
2.21.1	Where other currencies are used, Teachers Service Commission 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	Teachers Service Commission will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
2.22.2	Teachers Service Commission'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.

2.22.3	<p>a) operational plan proposed in the tender; b) deviations in payment schedule from that specified in the Special Conditions of Contract</p> <p>Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.</p> <p>a) Operational Plan</p> <p>i. Teachers Service Commission requires that the Leasing of offices at the counties shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than Teachers Service Commission required delivery time will be treated as non-responsive and rejected.</p> <p>(b) Deviation in payment schedule</p> <p>i. 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.</p> <p>ii. Tenderers are, however, not permitted to state an escalation payment rates. Prices quoted shall be absolute and final for the duration of the lease agreement period.</p>
2.22.4	There shall be no Preference.
2.22.5	The evaluation committee shall evaluate the tenders within 30 days from the date of opening the tender.
2.23	Contacting the Procuring entity
2.23.1	Subject to paragraph 2.19 no tenderer shall contact Teachers Service Commission 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 Teachers Service Commission in its decisions on tender evaluation, tender comparison, or contract award shall result in the rejection of the Tenderers' tender.
2.24	Post-qualification

2.24.1	Teachers Service Commission 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 building location, accessibility and others requirements as established in the schedule of requirements. 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 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 Teachers Service Commission 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 Teachers Service Commission 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: - <ul style="list-style-type: none"> 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 have not be debarred from participating in

	public procurement.
2.26	Teachers Service Commission's right to accept or reject any or all tenders
2.26.1	Teachers Service Commission 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 Teachers Service Commission action. If Teachers Service Commission determines that none of the tenders is responsive, Teachers Service Commission shall notify each tenderer who submitted a tender.
2.26.2	Teachers Service Commission shall give prompt notice of the termination to the tenderers and reasons for termination within 14 days from the date of termination.
2.26.3	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 Commission will notify the successful tenderer in writing that its tender has been accepted.
2.27.2	The notification of award will constitute the formation of the lease agreement subject to the signing of the contract between the tenderer and Commission pursuant to clause 2.29. Simultaneously the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.
2.27.3	Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, Teachers Service Commission will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12
2.29	Signing of Contract

2.29.1	At the same time as Teachers Service Commission notifies the successful tenderer that its tender has been accepted, the Commission will simultaneously inform the other tenderers that their tenders have not been successful.
2.29.2	Within fourteen (14) days of receipt of the Lease Agreement, the successful tenderer shall sign and date the agreement and return it to Teachers Service Commission.
2.29.3	The Lease Agreement will be definitive upon its signature by the two parties.
2.29.4	The parties to the agreement shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
2.30	Performance Security
2.30.1	The successful tenderer shall not provide performance security
2.30	Corrupt or Fraudulent Practices
2.31.1	Teachers Service Commission 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.
2.31.2	Teachers Service Commission 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
2.32.3	Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

EVALUATION CRITERIA**MANDATORY/PRELIMINARY EVALUATION CRITERIA.**

Bidders must provide all the information required in this section.

S/NO	MANDATORY REQUIREMENTS	YES/NO
1.	A copy of certificate of incorporation/ registration certificate or a copy of National Identification Card of the bidder. (For individual Attach a copy national ID).	
2.	A copy of valid Tax Compliance Certificate for the current year.	
3.	Copy of certificate of land rates and land rent clearance where applicable.	
4.	Proof of property ownership or proof of agency (Building owner to attach copy of certificate of title deed, certificate of ownership or allotment. For agency, attach copy of signed letting agency agreement with landlord.) In case of Agency -copies of certificate and valid Practicing License from Estate Agents Registration Board.	
5.	Duly filled signed and stamped confidential business questionnaire.	
6.	Duly filled, signed and stamped form of tender in the format provided.	
7.	Duly filled, signed and stamped Non-debarment statement.	
8.	Duly filled, signed and stamped Integrity declaration form	
9.	Must provide a copy CR12 form from the registrar of companies for companies and National ID for Individuals.	
10.	Must provide a PIN certificate	

Note:

Only bidders that are responsive on all the above criteria shall be subject to technical evaluation.

TECHNICAL EVALUATION

Bidders are required to provide status of the lettable office space by complying on each of the following evaluation criteria.

S/NO	ITEM DESCRIPTION	SCORE	MAX.SCORE
1	Location.		
	(i) A radius of not more than 5 km from Sub- county commissioner's office or government offices for the office located at the county head quarter @ 20mks.		25
	Attach Scaled drawing showing accessibility and distance from nearest trunk roads.		5
	Proof that the building is ready for occupation (attach evidence of the lettable area in a pictorial Format.)		5
2	Building Requirements		
	a) Approximate lettable area in square feet. (i) 500 to 1000 square feet		5
	b) Compliance with Persons with Disability Act no.14 of 2003 in the following areas. (i) Ramps where necessary @ 6 marks (ii) Adequate lift /elevator for all floors where necessary @ 2 marks (iii) Washroom for persons with disability enabled differently@ 2 marks (Provide evidence in a Pictorial Format.) Or Provide a Commitment letter to comply with persons with Disability Act no.14 of 2003 once awarded the tender.		15
	c) Ready for occupation by (INDICATE WHEN THE OFFICE SPACE IS AVAILABLE.)		5
	d) A minimum of three (3) No. parking slots.		5
	e) Separate washrooms for either gender per floor or Wing or a standalone building. Attach a pictorial format		5
	f)Provision of a Kitchenette (None =0, 1= 5 marks)		5
	g) Connected to reliable source of power (National Grid or Solar panel)		5
	h) Power backup generator capable of adequately supporting the building electrical and building services system (specify number of KVA for the Generator)		5
	i) Connected to reliable and safe water supply or borehole and adequate reservoir (Specify capacity) Connected to sewer. (Attach evidence e.g. Water bills or any other relevant Document.)		5
	j) Provision for structured cabling, ducts and PABX Attach evidence by providing any relevant Document.)		5
	k) Provision of CCTV surveillance system or 24 hr security guard (CCTV= 5mKS 24 hr Security Guard =5MKS) Attach evidence by providing any relevant Document.)		5

	TOTAL		100
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Only bidders who score 65% and above will be subjected to financial evaluation. Those who score below 65% will be eliminated at this stage from the entire evaluation process and will not be considered further.

FINANCIAL SCORE (F.S.)

Financial Evaluation shall involve checking arithmetic errors and completeness of the financial bids. Tenderers that score 65 % and above under Technical Evaluation on Capacity to deliver the contract will be ranked and the lowest evaluated will be awarded the tender.

AWARD

The committee will award the contract to the successful tenderer whose tender has been determined to be substantially responsive, determined to be the lowest evaluated bidder/tenderer, and is qualified to perform the contract satisfactory.

Further, the commission shall visit the site to confirm compliance to the statutory requirements of the building and other requirements prescribed in this tender. Any misinterpretation by any bidder will result to automatic disqualification.

Note

When submitting the bid price, the bidders are required to use price schedule form attached in the tender document.

PRICE SCHEDULE

The tenderer shall indicate the costs in (absolute figures i.e. percentage not acceptable) that are necessary to Teachers service commission requirements and according to the technical specifications.

All prices shall be inclusive of government applicable taxes and levies.

S/NO	COUNTY	SUB-COUNTY OFFICE	TOWN	RADIUS FROM COUNTY COMMISSIONER'S OFFICE	NO OF SQUARE FEET	RATE PER SQUARE KSHS. PER MONTH	RATE PER SUARE FEET KSH FOR ONE YEAR	TOTAL COST INCLUSIVE OF VAT FOR 3YEARS
1.	KIRINYAGA COUNTY	MWEA WEST SUB-COUNTY	KAGIO TOWN					
2.	MURANGA COUNTY	MURANGA EAST SUB-COUNTY.	MURANGA TOWN					
3.	NYERI COUNTY	KIENI WEST	KIAWARA TOWN					
4.	KIAMBU COUNTY	THIKA EAST SUB-COUNTY	LIMURU TOWN					
5.		JUJA SUB COUNTY	JUJA TOWN					
6.		KIKUYU SUB-COUNTY	KIKUYU TOWN					
7.	MOMBASA COUNTY	KISAUNI SUB-COUNTY	BAMBURI CENTRE					
8.		CHANGAMWE SUBCOUNTY	CHANGAMWE CENTER					
9.	MARSABIT COUNTY	SOLOLO SUBCOUNTY	SOLOLO TOWN					
10.	KITUI COUNTY	MUTITO SUB-COUNTY	NZOMBE TOWN					
11.	NAIROBI COUNTY	WESTLANDS SUB-COUNTY.	WESTLANDS TOWN					
12.		KASARANI SUB-COUNTY	KASARANI					
13.	KISUMU COUNTY	SEME SUB COUNTY	KOMBEWATOWN					
14.		MUHORONI SUB COUNTY	CHEMILIL					
15.	SIAYA COUNTY	GEM SUB-COUNTY	NYANGWESO					
16.	TURKANA COUNTY	LOIMA SUBCOUNTY	LORUGUM TOWN					
17.		TURKANA WEST	KAKUMA TOWN					
18.		TURKANA SOUTH	LOKICHAR TOWN					

S/NO	COUNTY	SUB-COUNTY OFFICE	TOWN	RADIUS FROM COUNTY COMMISSIONER'S OFFICE	NO OF SQUARE FEET	RATE PER SQUARE KSHS. PER MONTH	RATE PER SQUARE FEET KSH FOR ONE YEAR	TOTAL COST INCLUSIVE OF VAT FOR 3YEARS
19.	TRANS NZOIA	TRANZOIA EAST CHEBARUS	CHEBARU S TOWN					
20.	KAKAMEGA COUNTY	NAVAKHOLO SUB COUNTY	NAVAKH OLO TOWN					
21.		LIKUYANI SUB COUNTY	KONGONI TOWN					

Renewal of this Lease Agreement shall be once after the expiry of the first three (3) year.

NOTE:

- You are required to apply in only one county of choice
- All cost must be declared/disclosed in absolute and final figures at the tendering stage. No, additional costs shall be accepted after the offer has been submitted;
- Rent shall be paid on quarterly basis.
- The drawing/preparation of Lease agreements will be done by Teachers Service Commission;
- Yearly escalation of rent shall not apply;

Signed by: Name.....

ID No.....Date.....

SECTION III - GENERAL CONDITIONS OF CONTRACT

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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 Procuring entity'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 Procuring entity 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 Procuring entity'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 Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

- 3.5.1 The Contractor 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.

3.6 Performance Security

- 3.6.1 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 SCC
- 3.6.2 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.
- 3.6.3 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.
- 3.6.4 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 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

- 3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.82. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

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 procuring entity's request for tender 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.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 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 Procuring entity's prior written consent.

3.11. Termination for Default

- 3.11.1 The Procuring entity 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 Procuring entity.
 - (b) If the Contractor fails to perform any other obligation(s) under the Contract
 - (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.2 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 un- delivered, and the Contractor shall be liable to the Procuring entity 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 Procuring entity 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 procuring entity.

3.13. 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 entities 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 an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 The procuring entity 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

- 3.18.1 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.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. CONDITIONS TO BE MET BY THE FIRM – Refer Mandatory Evaluation Criteria

4.2 Special Conditions of Contract as relates to the General Conditions of Contract (GCC)

GCC REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.4	Use of Contract Documents and Information
3.4.1	The Lessor shall not, without Teachers Service Commission's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Commission in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
3.4.2	The Lessor shall not, without the Commission'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 agreement itself, enumerated in paragraph 2.4.1 shall remain the property of Teachers service Commission and shall be returned (all copies) to Commission on completion of the Lessor's performance under the agreement if so required by Teachers Service Commission.
3.6	Performance Security The successful tenderer shall not furnish Teachers Service Commission with Performance security
3.7	Delivery of services and Documents
3.7.1	Delivery of the services shall be made by the Lessor in accordance with the terms and conditions specified by Teachers Service Commission in the schedule of requirements and the special conditions of this contract.
3.8	Payment
3.8.2	Payment shall be made promptly by the Commission, within sixty (60) days from the date of submission of an invoice or claim to the Teachers Service Commission. The payment for the first quarter shall be made at the end of that quarter. This shall be done after full occupancy of the leased space by the Commission. However, the next quarterly payments shall be made in advance .

3.9	Prices
3.9.1	Prices charged by the Lessor for particulars leased by the Commission under the Lease Agreement shall not, with the exception of any price adjustments authorized be varied from the prices quoted by the Lessor in his tender during the tender opening date. No variation or modification to the terms of the Lease Agreement shall be made except by written amendments signed by the parties after the end of the third (3 rd) year.
3.9.2	Price variation/escalation requests shall be processed by the Commission within 30 days of receiving the request after the end of third year based on the Central Bank of Kenya Inflation rate.
3.10	Assignment The Lessor shall not assign, in whole or in part, its obligations under this Lease Agreement, except with Teachers Service Commission prior written consent.
3.11 3.11.1	Termination for Default Teachers Service Commission may, without prejudice to any other remedy for breach of the agreement, by written notice of default sent to the Lessor terminate this agreement in whole or in part: <ul style="list-style-type: none"> a) If the Lessor fails to provide any or all of the services within the period(s) specified in the agreement, or within any extension thereof granted by the Commission. b) If the Lessor fails to perform any other obligation(s) under the agreement c) If the Lessor in the judgment of the Commission has engaged in corrupt or fraudulent practices in competing for or in executing the contract d) The Commission shall give a notice of 90 days (three months) notice of termination to the Lessor.
3.11.2	In the event Teachers Service commission give the notice of termination of the agreement under such terms and conditions in such manner as it deems appropriate, the Lessor shall continue performing his obligations of the agreement to the end of the terminated notice.
3.12 3.12.1	Termination for insolvency Teachers Service Commission may at any time terminate the Lease Agreement by giving 90 days (three months) written notice to the Lessor if the Lessor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Lessor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Commission.

3.13 3.13.1 3.13.2	<p>Termination for convenience</p> <p>Teachers Service Commission by written notice of 90 days (three months) sent to the Lessor, may terminate the agreement in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Commission's convenience, the extent to which performance of the lease under the agreement is terminated and the date on which such termination becomes effective.</p> <p>For the remaining part of the agreement after termination, and for the interest of the Commission it intends to vacate immediately, the Commission may pay the Lessor three months in lieu of the notice.</p>
3.14 3.14.2 3.14.3	<p>Resolution of Disputes</p> <p>Teachers Service Commission and the Lessor shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the agreement.</p> <p>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 including judicial adjudication.</p>
3.15 3.15.1	<p>Governing Language</p> <p>The contract shall be written in the English language. All correspondence and other documents pertaining to the agreement, which are exchanged by the parties shall be written in English language only.</p>
3.16 3.16.1	<p>Applicable Law</p> <p>This agreement shall be interpreted in accordance with the laws of Kenya.</p>
3.17 3.17.1	<p>Force Majeure</p> <p>The Lessor 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 agreement is as a result of an event of Force Majeure.</p>
3.18 3.18.1 3.18.2	<p>Notices</p> <p>Any notices given by one party to the other pursuant to this agreement shall be sent to the other party by post addressed to The Commission Secretary, Teachers Service Commission Private Bag-00100 Nairobi or Email to ddprocurement@tsc.go.ke and confirmed in writing to the other party.</p> <p>A notice shall be effective when delivered or on the notices effective date, whichever is later.</p>

SECTION V - SCHEDULE OF REQUIREMENT
PROVISION OF LEASING OF OFFICE SPACE FOR TEACHERS SERVICE
COMMISSION AT VARIOUS SUB- COUNTIES FOR SIX YEARS.

Teacher's service commission would like to Lease Office Space in the following Sub-Counties in Kenya.

1. Mwea west sub-county Kirinyaga County
2. Muranga east sub-county Kirinyaga County
3. Kieni west Muranga County
4. Thika east sub-county Kiambu County
5. Juja sub county Kiambu County
6. Kikuyu sub-county Kiambu County
7. Kisauni sub-county Mombasa County
8. Changamwe subcounty Mombasa County
9. Sololo subcounty Marsabit County
10. Mutito sub-county Kitui County
11. Westlands sub-county Nairobi County
12. Kasarani sub-county Nairobi County
13. Seme sub county Kisumu County
14. Muhoroni sub county Kisumu County
15. Gem sub-county Siaya County
16. Loima subcounty Turkana County
17. Turkana west Turkana County
18. Turkana south Turkana County
19. Tranzoia east Chebarus Tranzoia County
20. Navakholo sub county Kakamega County
21. likuyani sub county Kakamega County

ELIGIBILITY

The tender is open to all eligible candidates as described in the appendix to instruction to tenderers.

SPECIAL CONDITIONS

- a) Rent shall be paid quarterly.
- b) Bidders must be willing and able to provide accurate as-built drawings and floor plan upon request.

TECHNICAL SPECIFICATIONS.

The proposed office space at various Sub-counties in Kenya shall meet the following building requirements.

- a) The office space for the county headquarter should be located within a radius of 5 KM from the Sub County commissioner's office or government office.
- b) The Lettable area should approximately be 500 to 1,000 square feet for offices located at the sub counties offices.
- c) Compliance with Persons with Disability Act no.14 of 2003 or a commitment letter to comply with Disability Act No. 14 of 2003 when once awarded the tender.
- d) The available space for letting must be on either a floor or a wing / standalone building to guarantee exclusive tenancy or sharing with no more than one (1) tenant.

- e) The bidder should specify when the building will be Ready for occupation by2020 (FILL)
- f) A minimum of three (3) No. parking slots
- g) Separate washrooms for either gender per floor or Wing or standalone building.
- h) The lettable area should have a Kitchenette.
- i) The office space should be connected to reliable source of Power.
- j) Power backup generator capable of adequately supporting the building electrical and building services system (specifyKVA)
- k) Connected to reliable and safe water supply, or borehole and adequate reservoir (Specify capacity) and sewer connection,
- l) Provision for structured cabling, ducts and PABX.CCTV surveillance system and 24hr security guards.

DURATION OF THE CONTRACT

The Successful firm shall enter in to three-year initial Lease Agreement with the Commission and may be renewed for further three years' subject to the satisfactory performance.

SECTION VI - 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: The Secretary
Teacher Service Commission
P.O BOX Private Bag-00100
Nairobi
TSC/T/17/2020-2021
Provision for leasing of office space for
Teachers' service commission at
Various sub- counties in Kenya**

***Date*.....**

Gentlemen and/or Ladies: -

Having examined the Tender documents including Addenda No..... (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide the Lease Agreement under this tender in conformity with the said Tender document for the sum of: [Total Tender amount in figures} and words]

.....
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to provide the Office Lease Space in accordance with the conditions of the tender.

We agree to abide by this Tender for a period of 120 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.

This Tender, together with your written acceptance thereof and your notification of award, shall constitute an agreement between us subject to the signing of the Lease Agreement by both parties.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2020

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

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 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: -

In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract referred to.

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

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.

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 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 addressTel 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 <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>				Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																					
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	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 <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>				Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																					
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2.																					
3.																					
4.																					
	Date.....Signature of Candidate.....47.....																							

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:
[Name of procuring entity]

WHEREAS [Name of tenderer]
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____
_____ [Reference number of the contract] dated _____ 20 _____
to supply
[Description 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

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.....

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender
No.....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.

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