



NATIONAL OPEN TENDER

RESERVED FOR CITIZEN CONTRACTORS ONLY

**SUPPLY, DELIVERY, INSTALLATION AND
COMMISSIONING OF A CAR TRACKING AND FLEET
MANAGEMENT SYSTEM FOR ALL TSC VEHICLES AT
THE COUNTIES AND HEADQUARTERS**

TWO YEARS FRAMEWORK CONTRACT

TSC/T/020/2020-2022

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

Email: ddprocuremnet@tsc.go.ke
Website: www.tsc.go.ke

CLOSING DATE IS THURSDAY 19TH NOVEMBER, 2020 AT 9.00 A.M.

TABLE OF CONTENTS

	Page
INTRODUCTION	3
SECTION I INVITATION TO TENDER.....	4
SECTION II INSTRUCTIONS TO TENDERERS.....	5
APPENDIX TO INSTITUTIONS TO TENDER	17
SECTION III GENERAL CONDITIONS OF CONTRACT.....	31
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	37
SECTION V SCHEDULE OF REQUIREMENTS.....	52
SECTION VI STANDARD FORMS.....	63

SECTION I – INVITATION TO TENDER

TENDER NAME: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF CAR TRACKING AND FLEET MANAGEMENT SYSTEM FOR ALL TEACHERS SERVICE COMMISSION VEHICLES AT TSC HEADQUARTERS AND COUNTIES

TENDER NO: TSC/T/020/2020-2022

- 1) The Teachers Service Commission invites sealed tenders from eligible candidates for Supply, Delivery, Installation and Commissioning of a Car Tracking and Fleet Management System for all TSC Vehicles at the Counties and Headquarters.
- 2) Interested eligible candidates may obtain further information at the Procurement office, Teachers Service Commission House, Kilimanjaro Road, Upper Hill, 2nd Floor, Podium Wing during normal working hours 8.00 a.m. to 5.00 p.m. or email ddprocurement@tsc.go.ke.
- 3) A complete tender document may be obtained by interested candidates upon payment of a non- refundable fee of Kshs. 1,000.00 Payable to the Teachers Service Commission at National Bank of Kenya Account No. 01001000905000, Harambee Avenue Branch or Bankers Cheque and present the bank slip to TSC Cash office for official receipt thereafter, attach a copy of the receipt to the Tender Document. Alternatively, the document may be downloaded for free from www.tsc.go.ke or www.tenders.go.ke
- 4) Tenders must be accompanied by Tender Security of Kshs. 100,000.00 in form of guarantee from a reputable bank or from an insurance company approved by PPRA payable to the Commission Secretary, Teachers Service Commission valid for 150 days from the date of tender opening.
- 5) Prices quoted should be net inclusive of all taxes and delivery costs and must be expressed in Kenya Shillings.
- 6) Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at the TSC House, Podium wing, third floor, or be addressed and posted to The Secretary, Teachers Service Commission, P.O. Box Private Bag-00100, Nairobi to be received on or before **Thursday 19TH NOVEMBER, 2020 AT 9.00 A.M.**
- 7) Bidders are advised to take Note that the guidelines issued by the Ministry of Health on the measures to stop the spread of Covid 19 and the subsequent additional guidelines on Circular No. 02/2020, REF: PPRA/6/5 Vol. 1 (1) of 27th March 2020 issued by the PPRA in respect of handling of procurement proceedings shall be applied for any tender processed by the Commission henceforth until advised otherwise.
- 8) The tender will be opened in accordance with the provisions of the above guidelines at Teachers Service Commission House, 3rd Floor Podium in the presence of bidders who will be allowed to witness the tender opening. **(Only one firm will be allowed to witness the opening)**

COMMISSION SECRETARY/ CHIEF EXECUTIVE OFFICER

SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS.	Page
2.1 Eligible Tenderers	6
2.2 Cost of tendering	6
2.3 Contents of tender documents	7
2.4 Clarification of Tender documents	7
2.5 Amendment of tender documents	8
2.6 Language of tenders	8
2.7 Documents comprising the tender	8
2.8 Form of tender	9
2.9 Tender prices	9
2.10 Tender currencies	9
2.11 Tenderers eligibility and qualifications	9
2.12 Tender security	10
2.13 Validity of tenders	11
2.14 Format and signing of tenders	11
2.15 Sealing and marking of tenders	12
2.16 Deadline for submission of tenders	12
2.17 Modification and withdrawal of tenders	12
2.18 Opening of tenders	13
2.19 Clarification of tenders	14
2.20 Preliminary Examination	14
2.21 Conversion to other currencies	15
2.22 Evaluation and comparison of tenders	15
2.23 Contacting the procuring entity	16
2.24 Post-qualification	17
2.25 Award criteria	17
2.26 Procuring entities right to vary quantities	17
2.27 Procuring entities right to accept or reject any or all tenders	17
2.28 Notification of award	18
2.29 Signing of Contract	18
2.30 Performance security	19
2.31 Corrupt or fraudulent practices	19

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1 This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 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 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.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules

- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

2.4.1 A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be

written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

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

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

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

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

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

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

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

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30

or

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

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

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

2.14 Format and Signing of Tender

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

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

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

2.15 Sealing and Marking of Tenders

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

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

(b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE(day, date and time of closing),”

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 no later than (*day, date and time of closing*)

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 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17 Modification and withdrawal of tenders

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

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

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

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

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

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

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at ...(*time, day, and date of closing*) and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

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

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

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

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

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

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

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

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

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

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

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

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

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

2.23. Contacting the procuring entity

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

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information, as the Procuring entity deems necessary and appropriate.

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

b) Award Criteria

2.24.3 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.

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

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

2.25 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

- 2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 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 or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of

contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

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

Appendix to instructions to tenderers

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

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1	Eligible tenderers
2.1.1	This Invitation to tender is open to all general citizen contractors with at least 51% shares and meets the qualification criteria set out in this tender document.
2.1.2	TSC employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
2.1.3	Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
2.1.4	Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.
2.2	Cost of tendering
2.2.1	The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Teachers Service Commission, 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.
2.2.3	Teachers service Commission shall allow the tenderer to review the tender document free of charge before purchase at TSC House Procurement Office located at second Floor Podium Wing.

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
<p>2.3 2.3.1</p>	<p>Contents of tender documents</p> <p>The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders</p> <ul style="list-style-type: none"> i) Instructions to tenderers ii) General Conditions of Contract iii) Special Conditions of Contract iv) Schedule of Requirements v) Details of service vi) Form of tender vii) Price schedules viii) Contract form ix) Confidential business questionnaire form x) Tender securing declaration form xi) Performance security form xii) Principal’s or manufacturers authorization form. Declaration form
<p>2.3.2</p>	<p>The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender</p>
<p>2.4 2.4.1</p>	<p>Clarification of Documents</p> <p>A prospective candidate making inquiries of the tender document may notify Teachers Service Commission in writing by email ddprocurement@tsc.go.ke or by post, addressed to The Commission Secretary Teachers Service Commission P.O Box Private Bag -00100 Nairobi not later than seven (7) days prior to the deadline for the submission of tenders Thursday 19th November, 2020 at 9.00 a.m.</p> <p>Teachers service Commission 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 tenders. Written copies of the Commission response (including an explanation of the query but without disclosing the source of inquiry) will be sent to all prospective tenderers that have received the tender document.</p>
<p>2.4.2</p>	<p>Teachers Service Commission will reply to any clarifications sought by the tenderer within 3 days of receiving the request to</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	enable the tenderer to make timely submission of its tender
2.5	Amendment of documents
2.5.1	At any time prior to the deadline for submission of tenders, 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 documents by issuing an addendum.
2.5.2	All prospective tenderers who have obtained the tender documents will be notified of the amendment by email, website www.tsc.go.ke or advertisement through print media 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, Teachers Service Commission, at its discretion, may extend the deadline for the submission of tenders.
2.6	Language of tender
2.6.1	The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and Teachers Service Commission, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language may be accepted 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	<p>Documents Comprising the Tender</p> <p>All bidders applying for this tender shall fill, sign and stamp the following attached documents.</p> <ul style="list-style-type: none"> a) Form of Tender b) Price Schedule c) Confidential Business Questionnaire d) Integrity Declaration form e) Non-debarment statement f) Tender Securing declaration form g) Any other document required at preliminary and technical evaluation.
2.8	Form of Tender
2.8.1	The tenderers shall complete the Form by transferring the total

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	tender price from price schedule indicating all goods and services to be supplied a brief description of the goods, their country of origin, quantity, and prices. The tender form and price schedule shall be filled in the format provided in the tender document. Any discrepancy between the form of tender and price schedule shall lead to automatic disqualification.
2.9 2.9.1	Tender Prices The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
2.9.2	Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
2.9.3	Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
2.9.4	Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
2.9.5	Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
2.9.6	Price variation requests shall be processed by Teachers Service Commission within 30 days of receiving the request.
2.10 2.10.1	Tender Currencies Prices shall be quoted in Kenya Shillings.
2.11 2.11.1	Tenderers Eligibility and Qualifications. Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted .
2.11.2	The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to Teachers Service Commission's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract
2.12. 2.12.1	Tender Security The tenderer shall furnish, as part of its tender, a tender security of Ksh 100,000 in form of a guarantee from a reputable bank or from an insurance company approved by PPRA (formerly PPOA), payable to the Commission Secretary, Teachers Service

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	Commission. The tender security must be valid for 150days from the date of tender opening.
2.12.2	The tender security shall be in the amount of absolute figure not exceeding 2 per cent of the tender price.
2.12.3	The tender security is required to protect Teachers Service Commission against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
2.12.4	<p>The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:</p> <ul style="list-style-type: none"> e) A bank guarantee. f) Cash. g) Such insurance guarantee approved by the Authority. h) Letter of credit
2.12.5	Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by Teachers Service Commission as non-responsive, pursuant to paragraph 2.20
2.12.6	Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
2.12.7	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	<p>The tender security may be forfeited:</p> <ul style="list-style-type: none"> (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	<p>(b) In the case of a successful tenderer, <i>if</i> the tenderer fails:</p> <p>(i) to sign the contract in accordance with paragraph 30 or (ii) to furnish performance security in accordance with paragraph 31.</p> <p>(c) If the tenderer rejects, correction of an error in the tender.</p>
2.13	Validity of Tenders
2.13.1	Tenders shall remain valid for 120 days . A tender valid for a shorter period shall be rejected by Teachers Service Commission as non-responsive.
2.13.2	<p>In exceptional circumstances, Teachers Service 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. Teachers Service Commission shall give in writing notice of an extension to each person who submitted a tender.</p> <p>The extension of the tender validity shall not be more than thirty days.</p>
2.14	Format and Signing of Tender
2.14.1	The tenderer shall prepare two copies of the tender, clearly / marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.
2.14.2	The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, 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.

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.15 2.15.1	<p>Sealing and Marking of Tenders</p> <p>a) The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall: be addressed to The Commission Secretary Teachers Service Commission P.O Box Private Bag-00100 Nairobi.</p> <p>b) bear, tender number TSC/T/020/2020-2022 and name SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF CAR TRACKING AND FLEET MANAGEMENT SYSTEM FOR ALL TEACHERS SERVICE COMMISSION VEHICLES AT TSC HEADQUARTERS AND COUNTIES and the words: “DO NOT OPEN BEFORE Thursday 19th November, 2020 at 9.00 am and be addressed to The Secretary Teachers Service Commission P.O BOX Private Bag -00100 Nairobi.</p>
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 2.16.1	<p>Deadline for Submission of Tenders</p> <p>Tenders must be received by Teachers Service Commission addressed to The Commission Secretary Teachers Service Commission P.O Box Private Bag-00100 Nairobi not later than Thursday 19th November 2020 at 9.00 am. The tenders must be deposited at the tender box located at TSC House Third Floor Podium Wing.</p> <p>N/B: The Teachers Service Commission shall not be liable for tenders which have been misplaced due wrong address or depositing the tender document into wrong tender box. Tenderers are advised to be keen on the instruction to tenderers on the submission of tenders</p>
2.16.2	Teachers Service Commission may, at its discretion, extend this

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of Teachers Service 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 at Procurement Office located at 2nd Floor Podium Wing.
2.17 2.17.1	Modification and withdrawal of tenders The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by Teachers Service Commission prior to the deadline Thursday 19th November, 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 cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
2.17.3	No tender may be modified after Thursday 19 th November, 2020 at 9.00 am.
2.17.4	No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
2.17.5	Teachers Service Commission may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination. The termination shall be as per Section 63 of the Public Procurement and Asset Disposal Act 2015.
2.17.6	Teachers Service Commission shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer
2.18	Opening of Tenders

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.18.1	Teachers Service Commission will open all tenders in the presence of tenderers' representatives who choose to attend, on Thursday 19th November, 2020 at 9.00 am 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 Teachers Service Commission, 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 the tenderers that signed the tender opening register and may have made the request in writing.
2.19	Clarification of tenders
2.19.1	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 shall be sought, offered, or permitted.
2.19.2	Any effort by the tenderer to influence Teachers Service Commission's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers 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 securities 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 rectified or corrected. The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or the
2.20.3	Teachers Service Commission may waive any minor informality or nonconformity or irregularity in a tender which does not

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
2.20.4	Prior to the detailed evaluation, pursuant to paragraph 23, Teachers Service Commission 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. Teachers Service Commission 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 Teachers Service Commission and may not subsequently be made responsive by the tenderer by correction of the nonconformity
2.21	<p>Conversion to a single currency</p> <p>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.</p>
2.22	<p>Evaluation and comparison of tenders.</p> <p>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</p> <p>2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.</p> <p>2.22.3 Teachers Service Commission evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:</p> <ul style="list-style-type: none"> a) operational plan proposed in the tender; b) deviations in payment schedule from that specified in the Special Conditions of Contract; <p>2.22.4 Pursuant to paragraph 22.3 the following evaluation methods</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
<p>2.22.5</p> <p>2.22.6</p>	<p>will be applied:</p> <p>(a) Operational Plan. Teachers Service Commission 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.</p> <p>(b) Deviation in payment schedule. Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.</p> <p>To qualify for contract awards, the tenderer shall have the following:-</p> <p>a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.</p> <p>b) Legal capacity to enter into a contract for procurement</p> <p>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</p> <p>d) Shall not be debarred from participating in public procurement</p>
<p>2.23</p> <p>2.23.1</p> <p>2.23.2</p>	<p>Contacting the procuring entity</p> <p>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.</p> <p>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.</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.24	<p>Award of Contract</p> <p>a) Post qualification</p> <p>2.24.1 Teachers Service Commission will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily by conducting due diligence.</p> <p>2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as Teachers Service Commission deems necessary and appropriate.</p> <p>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.</p> <p>b) Award Criteria</p> <p>2.24.3 Subject to paragraph 2.29 Teachers Service 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.</p> <p>2.24.4 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 tenderers is responsive; Teachers Service Commission shall notify each</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.24.5	<p>tenderer who submitted a tender.</p> <p>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</p>
2.25 2.25.1 2.25.2	<p>Notification of award</p> <p>Prior to the expiration of the period of tender validity, Teachers Service Commission will notify the successful tenderer in writing that its tender has been accepted.</p> <p>The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and Teachers Service Commission pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.</p>
2.26 2.26.1 2.26.2 2.26.3	<p>Signing of Contract</p> <p>At the same time as Teachers Service Commission notifies the successful tenderer that its tender has been accepted, Teachers Service Commission will simultaneously inform the other tenderers that their tenders have not been successful.</p> <p>Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Teachers Service Commission.</p> <p>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.</p>
2.27 2.27.1 2.27.2	<p>Performance Security</p> <p>Within thirty (30) days of the receipt of notification of award from Teachers Service Commission, the successful tenderer shall furnish the performance security of 10% of the Contract price in form of a bank guarantee from a reputable bank regulated by Central Bank of Kenya.</p> <p>Failure of the successful tenderer to comply with the requirement of paragraph 2.27.2 shall constitute sufficient grounds for the</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	annulment of the award and forfeiture of the tender security, in which event Teachers service Commission may make the award to the next lowest evaluated or call for new tenders.
2.28	<p data-bbox="553 327 1076 365">Corrupt or Fraudulent Practices</p> <p data-bbox="553 407 1534 615">2.28.1 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.</p> <p data-bbox="553 657 1534 825">2.28.2 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;</p> <p data-bbox="553 909 1534 1035">2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.</p>

SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

Page

3.1 Definitions 35

3.2 Application..... 35

3.3 Standards..... 35

3.4 Use of contract documents and information..... 35

3.5 Patent Rights..... 35

3.6 Performance security..... 35

3.7 Inspections and tests..... 36

3.8 Payment..... 37

3.9 Prices..... 37

3.10 Assignment..... 37

3.11 Termination for default..... 37

3.12 Termination for insolvency..... 37

3.13 Termination for convenience..... 37

3.14 Resolution of disputes..... 37

3.15 Governing language..... 37

3.16 Force majeure..... 37

3.17 Applicable law..... 38

3.18 Notices..... 38

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.5 Patent Right’s

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

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the

successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 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 tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

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

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

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

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

3.8 Payment

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

3.9 Prices

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

3.10 Assignment

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

3.11 Termination for Default

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

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

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

3.12 Termination of insolvency

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

3.13 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 entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.1	<p>Definitions</p> <p>In this contract the following terms shall be interpreted as indicated:</p> <p>a) “The contract” means the agreement entered into between Teachers Service Commission and the tenderer as recorded in the <u>Contract Form</u> signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.</p> <p>c) “The services” means services to be provided by the contractor is SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF CAR TRACKING AND FLEET MANAGEMENT SYSTEM FOR ALL TEACHERS SERVICE COMMISSION VEHICLES AT TSC HEADQUARTERS AND COUNTIES including materials and incidentals, which the tenderer is required to provide to the Procuring entity under the Contract.</p> <p>d) “The Procuring entity” means Teachers Service Commission.</p> <p>e) “The contractor means the individual or firm providing the services under this Contract.</p> <p>f) “GCC” means general conditions of contract contained in this section</p> <p>g) “SCC” means the special conditions of contract</p>

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
h)	“Day” means calendar day
3.2	<p>Application</p> <p>These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.</p>
3.3 3.3.1	<p>Standards</p> <p>The services provided under this Contract shall conform to the standards provided by Kenya Bureau of statics and technical specifications</p>
3.4 3.4.1	<p>Patent Right’s</p> <p>The Contractor shall indemnify Teachers service Commission against all third-party claims of infringement of patent, trademark, or industrial design tights arising from use of the services under the contract or any part thereof in Kenya .</p>
3.6 3.6.1 3.6.2 3.6.3 3.6.4	<p>Performance Security</p> <p>Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Teachers Service Commission the performance security equivalent to 10% of the contract price inform of bank guarantee from a reputable bank regulated by Central Bank of Kenya.</p> <p>The proceeds of the performance security shall be payable to Teachers Service Commission as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.</p> <p>The performance security shall be denominated in Kenya Shillings and shall be in the form of:</p> <p style="text-align: center;">a) Cash.</p> <p style="text-align: center;">b) A bank guarantee..</p> <p>The performance security will be discharged by Teachers Service</p>

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
	Commission and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.
<p>3.7</p> <p>3.7.1</p> <p>3.7.2</p> <p>3.7.3</p> <p>3.7.4</p>	<p>Inspections and Tests</p> <p>Teachers Service Commission or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Contractor shall provide its representatives at the time of inspection.</p> <p>The inspections and tests will be conducted at the Commissions Premises after the contractor finishes the works. on the premises of the Contractor or its subcontractor(s). During the inspection and testing the Commission If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to Teachers Service Commission</p> <p>Should any inspected or tested services fail to conform to the Specifications, Teachers Service Commission may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to Teachers Service Commission.</p> <p>Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract</p>
3.8	The method and conditions of payment to be made to the Contractor under this Contract shall be after sixty days upon submission of the Invoice.
3.9	Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in this document vary from the prices by the tenderer in its tender or in Teachers Services Commission request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.10	<p>Assignment</p> <p>The Contractor shall not assign, in whole or in part, its obligations to perform under this contract, except with Teachers Service Commission's prior written consent.</p>
<p>3.11</p> <p>3.11.1</p> <p>3.11.2</p>	<p>Termination for Default</p> <p>Teachers Service Commission may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> a) if the Contractor fails to provide any or all of the services within 30 days or within any extension thereof granted by Teachers Service Commission. b) if the Contractor fails to perform any other obligation(s) under the Contract. c) if the contractor, in the judgment of Teachers Service Commission has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>In the event Teachers Service Commission terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to Teachers Service Commission for any excess costs for such similar services.</p>
3.12	<p>Termination of insolvency</p> <p>Teachers Service Commission may at the anytime terminate the contract by giving written notice of thirty (30days) to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to Teachers Service Commission.</p>
<p>3.13</p> <p>3.13.1</p>	<p>Termination for convenience</p> <p>Teachers Service Commission by written notice of thirty days (30</p>

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.13.2	<p>days) sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.</p> <p>For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.</p>
3.14	<p>Resolution of disputes</p> <p>Teachers Service Commission and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.</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	<p>Governing Language</p> <p>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</p>
3.17	<p>Applicable Law.</p> <p>The contract shall be interpreted in accordance with the laws of Kenya .</p>

PRELIMINARY EVALUATION

No.	Requirements	Bidder's Response Yes/No
MR1	Must Submit a copy of certificate of Registration/Incorporation	
MR2	Must Submit a copy of Valid Tax Compliance certificate/Exemption Certificate; valid up to the date of tender closing. For tenderers whose TCC or Exception Certificates expires on the date of Tender closing date, attach a paid up renewal receipt from KRA.	
MR3	Valid Business license permit from County Government	
MR4	Must fill, sign and stamp the attached Integrity Form in the format provided.	
MR5	Must Fill up, sign and stamp the Form of Tender in the Format provided. The price in the form must be written in figures and words. Any inconsistency in words and figures shall lead to disqualification.	
MR6	Must fill, sign and stamp the attached Non-Debarment form in the format provided.	
MR7	Evidence of physical address (attach documentary evidence in form of any of the following:- lease agreement/title deed or payment for utilities e.g. water bills or electricity bills)	
MR8	Must provide Tender security of Kshs. 100,000 valid for 150 days	
MR9	Must provide duly filled Confidential Business Questionnaire, signed and stamped by the authorized officer (Director)	
MR10	Must attach the certificate of authorization from the manufacture as approved dealer.	
MR 11	Must Fill the Price Schedule for Year one (1) and Year (2) in the format provided. The total bid price for Year 1 and Year 2 must be transferred to the Form of Tender as the total contract price for the two years.	
MR 12	Must provide a copy of CR12 for Limited companies or copy of ID for sole proprietor showing names of Company's Director/s.	
MR13	Must Serialize all pages of the tender document (PPAD ACT 2015 section 74(1) (i)	

Note: After preliminary evaluation of the tenders, those tenders that shall not have fulfilled the above requirements shall be declared Non responsive and will be eliminated from the evaluation process and will therefore, not be considered further

TECHNICAL EVALUATION CRITERIA I

Bidders are expected to

- a) Answer each element in as much details as necessary to deepen our understanding of the proposed solution. To eliminate misunderstanding, use complete sentences and avoid “understood” or “responsive” or “complied” subjects and objects.
- b) The Bidder must provide cross references to the relevant supporting information in the bid. The cross reference should identify the relevant document(s) and page number(s). The cross references should be indicated in the column “Detailed Description/cross-reference as provided”. Bidders are highly discouraged from making general references to the attached documentation, evidence and or manual. If the space provided is not sufficient enough to contain the full information, kindly provide a separate sheet.

S/NO	TECHNICAL REQUIREMENTS	Bidder’s Response Yes/No	Description/Cross Reference
a	I Vehicle Management The GPS Tracking system must be linked by secured encrypted connection direct to the onboard until installed in the vehicle. GPS and GSM tracking network with features for fuel management and real time motor vehicle tracking and monitoring.		
b	The system must have a feature that remotely monitors the usage of fuel and reporting on the fuel consumption and alerts on fuel theft. Fuel monitoring gadgets should be attached/done at the fuel gauge (NOT in the fuel tank).		
c	The system must be web based and does not require any other application on the user computer.		
d	The solutions should be installable at the client site servers.		
e	The system must have a feature that easily allows the user to virtually fence an area where the vehicle is supposed to operate within and give alerts in case the vehicle leaves or enters the area.		
f	The system must have a remote vehicle immobilization capacity for absolute control.		
g	The system should allow users to manage information on vehicles including but not limited to; <ul style="list-style-type: none"> • Registration Number • Department • Make • Model • Mileage 		

S/NO	TECHNICAL REQUIREMENTS	Bidder's Response Yes/No	Description/Cross Reference
h	The system must have a feature that is integrated to motor vehicle service mileage intervals to give alerts when the next service of the vehicle is due.		
i	The system must capture engine idling and freewheeling instances and send alerts.		
j	The system must have a feature that captures fuel issues to the vehicle and amounts of fuel per day, week, month and per year. In addition, it should be able to generate fuel analysis reports.		
k	The system should allow users to search for vehicles by a number of attributes such as make, engine capacity, registration number, mileage.		
l	The system should be able to allow for adding the points of interest and have reports on the visitation of the same.		
m	The system should be capable of real time monitoring in remote areas.		
n	The system should allow scheduling of reports to be submitted to the users automatically.		
o	The system should allow users to request for vehicles, and provide the trips, start and destination points and the respective times.		
p	The system should provide functionality to record inspection/service history of a vehicle over a given period of time.		
q	The system should have a provision to manage information on vehicle maintenance costs, vehicle valuations, and repair histories.		
r	The system should be able to integrate with other Enterprise resource systems that already exist.		
s	The system should allow users to perform route optimization by allocating closest vehicles to corresponding journeys or destination points against users' vehicle requests.		
t	The System should have a Provision to Input Data On Vehicle Maintenance Costs-Vehicle Per Vehicle.		
u	The solution architecture must support high availability, redundancy and resilience		
v	<p>The system should allow users to record the fuel intake of a vehicle, against the under listed;</p> <p>Quantity taken against vehicle Registration No.</p> <ul style="list-style-type: none"> • Department 		

S/NO	TECHNICAL REQUIREMENTS	Bidder's Response Yes/No	Description/Cross Reference
	<ul style="list-style-type: none"> • Time and Date • Distance covered against fuel taken, and the ratios 		
II	Driver Management		
a	<p>The system should allow users to manage information on drivers including but not limited to;</p> <ul style="list-style-type: none"> • Name • Driving permit details • Driving history (departments, stations) • Driving experience • TSC/Personnel Number 		
b	Accident records, driver's health details e.g. eye sight, medical history		
c	The system should allow fleet supervisors receive alerts in case of drivers violating specific parameters such as speed, routes, destination points, etc.		
d	The system should allow users to determine the driver of a particular vehicle at any given time on a map.		
e	The system should allow driver monitoring through trip initiation and end time with mileage, idling and stop time, maximum speeds and number of over speed events.		
f	The system should allow fleet supervisors and managers to send instructions to drivers through email and SMS.		
III	Reporting		
a	The system should have a comprehensive integrated and dynamic report generator. At the expiry of the contract period, the service provider should be required to provide reports pertaining to management of the vehicle during the contract period.		
b	The system should be able to Export Data		
c	The system should be able to export and process report on various format e.g. PDF, XLS etc.		
d	The system should provide a detailed report on start and stop times of all the trips of vehicles with their		

S/NO	TECHNICAL REQUIREMENTS	Bidder's Response Yes/No	Description/Cross Reference
	respective locations.		
e	The system should provide a report on vehicle usage at any one instant. This report should include Vehicle Number, staff member using vehicle, destination, time of departure, time of return.		
f	The system should provide graphic reports on vehicle usage, distinguishing different statuses (i.e. private or official movements) with different colors.		
g	<p>The system should provide a report rating the vehicle and driver's performance in relation to;</p> <ul style="list-style-type: none"> • Speed • Acceleration • Deceleration • Idle time • Revolutions Per Minute (RPM) • High speed in sharp corners 		
h	The system should provide a report showing speed profile of a vehicle in one-minute interval e.g. maximum speed.		
i	Reports must be complete with all data properly displayed.		
j	<p>The system should provide reports/presentations on accidents showing;</p> <ul style="list-style-type: none"> • Location/Scene of the accident • Time and date of accident • Recorded events five (5) minutes before the accident • Speed by the time of the accident • Incorporated accident police reports, as well as insurance 		
IV	Cross cutting functionality		

S/NO	TECHNICAL REQUIREMENTS	Bidder's Response Yes/No	Description/Cross Reference
a	The system should possess the capacity for users to generate new reports with ease using existing functionality without recourse to the vendor. The system should provide a reporting infrastructure that allows users to connect to multiple data sources, quickly develop, publish, and disseminate reports for information collaboration within the Authority.		
b	All data stored within the system should be accessible via the available reports (except data that should not be shown for security reasons). That is, if data exists there must be the ability to view it on some report or another.		
c	All reports should be designed for printing and flexible to allow a user to select a desired paper size and orientation.		
d	The system should expose its services using Service Oriented Architecture to enable extensibility and reuse.		
e	The system should log all activities performed by users and these logs should be easily accessible by the privileged users.		
f	No reports should be capped to a maximum number of pages. Report pages should depend on the size of data to avoid omitting data from a report.		
g	All reports should show an "end of report" line at the bottom. This will enable the recipient of a report to tell if it is incomplete.		
h	All reports should show on each page the total number of pages in the report		
i	All reports should adhere to a standard layout, which includes headings and trailers (footers). This layout should allow for branding by the Commission logo in headings.		
j	Every report should show all parameters used to control its generation. That is, it should be possible to see which selection criteria were used.		
k	The system should allow a user to assign individuals a role to perform defined tasks.		
l	The system should allow an administrative user to define the limits and privileges of each role.		
m	The system should possess the capacity to track versions of all documents, files, or records it generates.		
n	The system should allow authentication and authorization to be controlled both at Active		

S/NO	TECHNICAL REQUIREMENTS	Bidder's Response Yes/No	Description/Cross Reference
	Directory level and at application level.		
o	Get actual vehicle location		
p	Set maximum speed for the vehicle		
q	Start and stop vehicle (engine immobilizer)		
r	Set the vehicles area of operation		
s	Get daily mileage report		
T	Give fuel usage reports including fuel siphoning		
u	Get the vehicle speed		
v	Get low battery alerts		
w	Get over speeding alerts		
x	SOS emergency button		
y	Generate reports of vehicle trips, stops, mileage		
z	Get user name and password to log into the website		
aa	Access real time reports on mobile phone, laptops, tablets etc.		
ab	Create different user accounts with different rights and access		
ac	Get alerts of fatigue driving, parking alarm etc.		
ad	View different vehicle tracking maps		
ae	Latest GPS Technology		
af	Real time visibility in remote areas		
ag	Integration capability with the current TSC Bulk SMS Systems		
ai	24hour support service		

N/B: Bidders who have responded with NO to any of the above will be eliminated and will NOT proceed to the Technical Evaluation (II)

TECHNICAL EVALUATION II

S/ NO	Description of Criteria	Maximum Scored	Points Scored
1.	The firm must have been in operation of similar business for the last five years @year 2 marks Below 5 years 0 marks	10	
2.	<p>Financial Resources</p> <p>Provide Audited financial accounts for the last two years (2018 and 2019) duly signed by an accountant or auditor who is a member of ICPAK @ year 5marks.</p> <p>Liquidity ratio of 2:1 =3 Marks</p> <p style="padding-left: 40px;">1:1 =2 Marks</p> <p style="padding-left: 40px;">Less than 1:1 = 0</p> <p>Profitability margin; Above 30% =3 Marks</p> <p style="padding-left: 40px;">10 to 29.99% =2 Marks</p> <p style="padding-left: 40px;">1 to 9.99 % =1 Mark</p> <p style="padding-left: 40px;">Less than 1% =0</p> <p>Attach a bank statement for the last of 6 months (April, May, June, July, August and September) for the year 2020 certified by the issuing bank @ 4 Mark</p>	20	
3.	<p>Reputation Experience</p> <p>Give at least 5 reputable clients preferably Government institutions in respect to similar services offered and volume; attach copies of LPO/LSO or contracts, Invoice & Delivery Note and Recommendation letters. (Generic letters will not be accepted)</p> <p>5 LPO/LSO must be attached with an Invoice and Delivery Note @ 3 Marks---15 Marks</p> <p>5 provide Reference Letter from the same firms @ I Mark---5 Marks</p>	20	
4.	<p>Specialist</p> <p>Give technical specialist with at least three (3) years' experience installing and configuring equipment being bided for. The specialists should have the relevant Degree in IT related field and prerequisite skills and training in installing, configuring and commissioning for the proposed nature.</p> <ul style="list-style-type: none"> • 2 specialists with relevant degree & experience—20 Marks • 1 specialist with relevant degree & experience---10 Mark 	20	

S/ NO	Description of Criteria	Maximum Scored	Points Scored
5.	<p>Delivery period</p> <p>Bidders are required to state the delivery/implementation period of the items required to ensure timely delivery of the goods should be disclosed</p> <ul style="list-style-type: none"> • Less than 30 Days -----30 Marks • 30 – 90 Days -----20 Marks • 91 -120 Days -----10 Marks <p>(From the date of the LSO or the contract)</p>	30	
TOTAL			100

NB:NB: After technical evaluation of the tenders, those tenders that shall not have attained a minimum score of 75% shall be declared Non responsive and will be eliminated from the evaluation process and will therefore, not be considered for financial evaluation.

Financial Evaluation

During Financial Evaluation the Evaluation Committee shall consider the following;

- a) Form of Tender is fully filled, signed and stamp
- b) There is no discrepancy between the Figures and Words
- c) The Price Schedule is filled, signed and stamp with the total contract price
- d) There is no discrepancy between the Figures and Words
- e) The Total Price in the Price Schedule must be transferred to the Form of Tender. Any discrepancy between Price Schedule and Form of Tender shall lead to automatic disqualification.
- f) The tender will be awarded to the lowest evaluated responsive bidder who is determined to be qualified to perform the contract satisfactorily.

Post Qualification/ Confirmation of Qualifications

TSC reserves the right to undertake due diligence on the successful bidder prior to the award of the Tender; and even after the award of the Tender to ascertain the correctness of the information provided in clause 2.24 of the tender document and section of PPDA 2015.

Award of contract

The tender shall be awarded to the tenderer whose tender has been determined to be substantially responsive to the tender requirements and who has offered the lowest evaluated tender price, subject to being responsive to all qualifications and evaluation criteria.

SECTION V – SCHEDULE OF REQUIREMENTS

TECHNICAL SPECIFICATIONS FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A CAR TRACKING AND FLEET MANAGEMENT SYSTEM FOR ALL TSC VEHICLES IN THE HEADQUARTERS AND COUNTIES

Fleet Management System

Scope of the Project

TSC seeks the services of a qualified contractor to supply, delivery, installation and commissioning of a Fleet tracking and Management System. The Contractor must demonstrate in their proposal that they fully meet the various requirements stipulated in this document. The solution must be able to support all the fleet management processes of TSC. The system must consist of the following capabilities: -

- Fleet tracking and Management
- Driver Management
- Generation of Reports
- Fuel management

The document therefore provides a guideline for requirements for Fleet tracking and Management solution that TSC requires.

Broadly, the contractor shall be expected to: -

- 1 Provide the Fleet Management application software that with the performance and functional capabilities to track all TSC vehicles in their respective location through the use of (GPRS) or equivalent technology. The deliverables in this case is a Commercial Off-the-Shelf (COTS)/out-of-the box Fleet Management Software and all the associated quantity of software licenses.
- 2 Provide Implementation and Technical Support Services to guarantee 100% success of the project and subsequent continual operation of the solution. The deliverables in this case are a fully working Fleet Management Software solution that meets all the identified specific business requirements and use cases and all documentation including but not limited to use case specifications, technical design specifications, user manuals, installation manuals, operational manuals etc.
- 3 Provide training services to the TSC Fleet management staff to facilitate adoption and maximum utility of the benefits afforded by the Fleet Management Software solution, and provide training services to the Commission's ICT technical team. The deliverables include trained users and technical personnel, and training presentation materials in digital and hard copy forms submitted to TSC.

S.NO.	TECHNICAL REQUIREMENT
I	VEHICLE MANAGEMENT
a	The GPS Tracking system must be linked by secured encrypted connection direct to the onboard until installed in the vehicle. GPS and GSM tracking network with features for fuel management and real time motor vehicle tracking and monitoring.
b	The system must have a feature that remotely monitors the usage of fuel and reporting on the fuel consumption and alerts on fuel theft. Fuel monitoring gadgets should be attached/done at the fuel gauge (NOT in the fuel tank).
c	The system must be web based and does not require any other application on the user computer.
d	The solutions should be installable at the client site servers.
e	The system must have a feature that easily allows the user to virtually fence an area where the vehicle is supposed to operate within and give alerts incase the vehicle leaves or enters the area.
f	The system must have a remote vehicle immobilization capacity for absolute control.
g	The system should allow users to manage information on vehicles including but not limited to; <ul style="list-style-type: none"> • Registration Number • Department • Make • Model • Mileage
g	The system must have a feature that is integrated to motor vehicle service mileage intervals to give alerts when the next service of the vehicle is due.
h	The system must capture engine idling and freewheeling instances and send alerts.
i	The system must have a feature that captures fuel issues to the vehicle and amounts of fuel per day, week, month and per year. In addition, it should be able to generate fuel analysis reports.
j	The system should allow users to search for vehicles by a number of attributes such as make, engine capacity, registration number, mileage.
k	The system should be able to allow for adding the points of interest and have reports on the visitation of the same.
l	The system should be capable of real time monitoring in remote areas.
m	The system should allow scheduling of reports to be submitted to the users automatically.
n	The system should allow users to request for vehicles, and provide the trips, start and destination points and the respective times.
o	The system should provide functionality to record inspection/service history of a vehicle over a given period of time.
p	The system should have a provision to manage information on vehicle maintenance costs, vehicle valuations, and repair histories.
q	The system should be able to integrate with other Enterprise resource systems that already exist.
r	The system should allow users to perform route optimization by allocating closest vehicles to corresponding journeys or destination points against users' vehicle requests.
s	The System should have a Provision to Input Data On Vehicle Maintenance

S.NO.	TECHNICAL REQUIREMENT
	Costs-Vehicle Per Vehicle.
t	The solution architecture must support high availability, redundancy and resilience
u	The system should allow users to record the fuel intake of a vehicle, against the under listed; Quantity taken against vehicle Registration No. <ul style="list-style-type: none"> • Department • Time and Date • Distance covered against fuel taken, and the ratios
II	Driver Management
a	The system should allow users to manage information on drivers including but not limited to; <ul style="list-style-type: none"> • Name • Driving permit details • Driving history (departments, stations) • Driving experience • TSC/Personnel Number
b	Accident records, driver's health details e.g. eye sight, medical history
c	The system should allow fleet supervisors receive alerts in case of drivers violating specific parameters such as speed, routes, destination points, etc.
d	The system should allow users to determine the driver of a particular vehicle at any given time on a map.
e	The system should allow driver monitoring through trip initiation and end time with mileage, idling and stop time, maximum speeds and number of over speed events.
f	The system should allow fleet supervisors and managers to send instructions to drivers through email and SMS.
III	Reporting
a	The system should have a comprehensive integrated and dynamic report generator. At the expiry of the contract period, the service provider should be required to provide reports pertaining to management of the vehicle during the contract period.
b	The system should be able to Export Data
c	The system should be able to export and process report on various format e.g. PDF, XLS etc.
d	The system should provide a detailed report on start and stop times of all the trips of vehicles with their respective locations.
e	The system should provide a report on vehicle usage at any one instant. This report should include Vehicle Number, staff member using vehicle, destination, time of departure, time of return.
f	The system should provide graphic reports on vehicle usage, distinguishing different statuses (i.e. private or official movements) with different colors.
g	The system should provide a report rating the vehicle and driver's performance in relation to; <ul style="list-style-type: none"> • Speed • Acceleration

S.NO.	TECHNICAL REQUIREMENT
	<ul style="list-style-type: none"> • Deceleration • Idle time • Revolutions Per Minute (RPM) • High speed in sharp corners
h	The system should provide a report showing speed profile of a vehicle in one-minute interval e.g. maximum speed.
i	Reports must be complete with all data properly displayed.
j	<p>The system should provide reports/presentations on accidents showing;</p> <ul style="list-style-type: none"> • Location/Scene of the accident • Time and date of accident • Recorded events five (5) minutes before the accident • Speed by the time of the accident • Incorporated accident police reports, as well as insurance
IV	Cross cutting functionality
a	The system should possess the capacity for users to generate new reports with ease using existing functionality without recourse to the vendor. The system should provide a reporting infrastructure that allows users to connect to multiple data sources, quickly develop, publish, and disseminate reports for information collaboration within the Authority.
b	All data stored within the system should be accessible via the available reports (except data that should not be shown for security reasons). That is, if data exists there must be the ability to view it on some report or another.
c	All reports should be designed for printing and flexible to allow a user to select a desired paper size and orientation.
d	The system should expose its services using Service Oriented Architecture to enable extensibility and reuse.
e	The system should log all activities performed by users and these logs should be easily accessible by the privileged users.
f	No reports should be capped to a maximum number of pages. Report pages should depend on the size of data to avoid omitting data from a report.
g	All reports should show an “end of report” line at the bottom. This will enable the recipient of a report to tell if it is incomplete.
h	All reports should show on each page the total number of pages in the report
i	All reports should adhere to a standard layout, which includes headings and trailers (footers). This layout should allow for branding by the Commission logo in headings.
j	Every report should show all parameters used to control its generation. That is, it should be possible to see which selection criteria were used.
k	The system should allow a user to assign individuals a role to perform defined tasks.
l	The system should allow an administrative user to define the limits and privileges of each role.
m	The system should possess the capacity to track versions of all documents, files, or records it generates.
n	The system should allow authentication and authorization to be controlled both at Active Directory level and at application level.
o	Get actual vehicle location

S.NO.	TECHNICAL REQUIREMENT
p	Set maximum speed for the vehicle
q	Start and stop vehicle (engine immobilizer)
r	Set the vehicles area of operation
s	Get daily mileage report
T	Give fuel usage reports including fuel siphoning
u	Get the vehicle speed
v	Get low battery alerts
w	Get over speeding alerts
x	SOS emergency button
y	Generate reports of vehicle trips, stops, mileage
z	Get user name and password to log into the website
aa	Access real time reports on mobile phone, laptops, tablets etc.
ab	Create different user accounts with different rights and access
ac	Get alerts of fatigue driving, parking alarm etc.
ad	View different vehicle tracking maps
ae	Latest GPS Technology
af	Real time visibility in remote areas
ag	Integration capability with the current TSC Bulk SMS Systems
ai	24hour support service

DELIVERABLES

The acquisition of the fleet tracking and management shall reduce cost in fuel consumption and control fleet management movement to unauthorized destination. Based on the assessment of requirements, TSC has a fleet of 161 vehicles and anticipates a user base of 120 staff and 3 super administrators at both the head office and across the 47 TSC county offices countrywide.

S/No	Description of service	Quantity	Delivery for Year 1	Delivery for Year 2
1	Supply, delivery, Installation and commissioning of car tracking and Fleet management system-	1	Year 1	N/A
2	Supply, delivery, installation of car tracking equipment for vehicles	161	81	80
3	Training of three (3) technical administrators and three (3) users in the management of the car Tracking and fleet		Year 1	N/A
4	Maintenance support for the car tracking and fleet management system period of two (2) years.	1	81 Vehicles	161 Vehicles

NOTE:

1. The same rates for Supply delivery and installation of car tracking equipment for vehicles will apply when the commission requires the same in additional vehicles.
2. The Installation and commissioning of car tracking equipment will be done at the location indicated in the list of vehicles.

Scope of Training

The contractor must assist TSC to become self-sufficient in supporting, maintaining, managing, and utilizing the Fleet tracking and Management Software solution. The training program and training materials provided by the contractor must ensure that TSC employees become able to manage and operate the solution.

The contractor must provide training and materials, equipment and training venue for the following groups of individuals: -

- a) Identified technical system administrators.
- b) Identified users.

LIST OF VEHICLE

NB: THE INSTALLATION AND COMMISSIONING OF CAR TRACKING EQUIPMENT WILL BE DONE AT THE LOCATION INDICATED

S/NO	MAKE	COUNTY
1	Ford Ranger (Double Cabin)	BARINGO
2	Ford Ranger (Double Cabin)	BOMET
3	Ford Ranger (Double Cabin)	BUNGOMA
4	Ford Ranger (Double Cabin)	BUSIA
5	Ford Ranger (Double Cabin)	ELGEYO MARAKWET
6	Ford Ranger (Double Cabin)	EMBU
7	Isuzu D Max (Double Cabin)	EMBU
8	Ford Ranger (Double Cabin)	GARISSA
9	Isuzu D Max (Double Cabin)	GARISSA
10	Ford Ranger (Double Cabin)	HOMABAY
11	Ford Ranger (Double Cabin)	ISIOLO
12	Ford Ranger (Double Cabin)	KAJIADO
13	Isuzu D Max (Double Cabin)	KAJIADO
14	Ford Ranger (Double Cabin)	KAKAMEGA
15	Isuzu D Max (Double Cabin)	KAKAMEGA
16	Ford Ranger (Double Cabin)	KERICHO
17	Ford Ranger (Double Cabin)	KIAMBU
18	Ford Ranger (Double Cabin)	KILIFI
19	Ford Ranger (Double Cabin)	KIRINYAGA
20	Ford Ranger (Double Cabin)	KISII
21	Ford Ranger (Double Cabin)	KISUMU
22	Isuzu D Max (Double Cabin)	KISUMU
23	Ford Ranger (Double Cabin)	KITUI
24	Isuzu D Max (Double Cabin)	KITUI
25	Ford Ranger (Double Cabin)	KWALE
26	Ford Ranger (Double Cabin)	LAIKIPIA
27	Ford Ranger (Double Cabin)	LAMU
28	Ford Ranger (Double Cabin)	MACHAKOS
29	Isuzu D Max (Double Cabin)	MACHAKOS
30	Ford Ranger (Double Cabin)	MAKUENI
31	Land Rover (Station Wagon)	MANDERA
32	Isuzu D Max (Double Cabin)	MANDERA
33	Land Rover (Station Wagon)	MARSABIT
34	Isuzu D Max (Double Cabin)	MARSABIT
35	Ford Ranger (Double Cabin)	MERU
36	Ford Ranger (Double Cabin)	MIGORI

S/NO	MAKE	COUNTY
37	Ford Ranger (Double Cabin)	MOMBASA
38	Ford Ranger (Double Cabin)	MURANGA
39	Isuzu D Max (Double Cabin)	MURANGA
40	Ford Ranger (Double Cabin)	NAIROBI
41	Ford Ranger (Double Cabin)	NAKURU
42	Ford Ranger (Double Cabin)	NANDI
43	Ford Ranger (Double Cabin)	NAROK
44	Ford Ranger (Double Cabin)	NYAMIRA
45	Ford Ranger (Double Cabin)	NYANDARUA
46	Ford Ranger (Double Cabin)	NYERI
47	Land Rover (Station Wagon)	SAMBURU
48	Ford Ranger (Double Cabin)	TAITA TAVETA
49	Ford Ranger (Double Cabin)	TANA RIVER
50	Ford Ranger (Double Cabin)	THARAKA-NITHI
51	Ford Ranger (Double Cabin)	TRANS-NZOIA
52	Land Rover (Station Wagon)	TURKANA
53	Isuzu D Max (Double Cabin)	TURKANA
54	Ford Ranger (Double Cabin)	UASIN GISHU
55	Ford Ranger (Double Cabin)	VIHIGA
56	Isuzu D Max (Double Cabin)	VIHIGA
57	Ford Ranger (Double Cabin)	WAJIR
58	Isuzu D Max (Double Cabin)	WEST POKOT
59	Ford Ranger (Double Cabin)	WEST POKOT
60	Isuzu D Max (Double Cabin)	KISII
61	Isuzu D Max (Double Cabin)	SAMBURU
62	Isuzu D Max (Double Cabin)	KIAMBU
63	Isuzu D Max (Double Cabin)	KIRINYAGA
64	Isuzu D Max (Double Cabin)	MAKUENI
65	Isuzu D Max (Double Cabin)	MOMBASA
66	Isuzu D Max (Double Cabin)	BARINGO
67	Isuzu D Max (Double Cabin)	MERU
68	Isuzu D Max (Double Cabin)	BUNGOMA
69	Isuzu D Max (Double Cabin)	SIAYA
70	Isuzu D Max (Double Cabin)	TANA RIVER
71	Isuzu D Max (Double Cabin)	REGIONAL WESTERN
72	Isuzu D Max (Double Cabin)	LAMU
73	Isuzu D Max (Double Cabin)	NYERI
74	Isuzu D Max (Double Cabin)	LAIKIPIA
75	Isuzu D Max (Double Cabin)	NAROK
76	Isuzu D Max (Double Cabin)	KILIFI

S/NO	MAKE	COUNTY
77	Isuzu D Max (Double Cabin)	REGIONAL N/EASTERN
78	Isuzu D Max (Double Cabin)	NAKURU
79	Isuzu D Max (Double Cabin)	REGIONAL R/VALLEY
80	Isuzu D Max (Double Cabin)	REGIONAL CENTRAL
81	Isuzu D Max (Double Cabin)	BUSIA
82	Isuzu D Max (Double Cabin)	UASIN GISHU
83	Isuzu D Max (Double Cabin)	HOMABAY
84	Isuzu D Max (Double Cabin)	REGIONAL COAST
85	Isuzu D Max (Double Cabin)	THARAKA-NITHI
86	Isuzu D Max (Double Cabin)	REGIONAL EASTERN
87	Isuzu D Max (Double Cabin)	ISIOLO
88	Isuzu D Max (Double Cabin)	REGIONAL NYANZA
89	Isuzu D Max (Double Cabin)	MANDERA
90	Isuzu D Max (Double Cabin)	TAITA TAVETA
91	Isuzu D Max (Double Cabin)	MIGORI
92	Isuzu D Max (Double Cabin)	NAIROBI
93	Isuzu D Max (Double Cabin)	TRANS-NZOIA
94	Isuzu D Max (Double Cabin)	NANDI
95	Isuzu D Max (Double Cabin)	BOMET
96	Isuzu D Max (Double Cabin)	NYANDARUA
97	Isuzu D Max (Double Cabin)	NYAMIRA
98	Isuzu D Max (Double Cabin)	KWALE
99	Isuzu D Max (Double Cabin)	MERU
100	Isuzu D Max (Double Cabin)	ELGEYO MARAKWET
101	Isuzu D Max (Double Cabin)	KERICHO
102	Isuzu D Max (Double Cabin)	MURANGA
103	Subaru Forester	TSC HQS
104	Toyota Prado	TSC HQS
105	Toyota Prado	TSC HQS
106	Fortuner	TSC HQS
107	Fortuner	TSC HQS
108	Fortuner	TSC HQS
109	Fortuner	TSC HQS
110	Fortuner	TSC HQS
111	Fortuner	TSC HQS
112	Fortuner	TSC HQS
113	Subaru Forester	TSC HQS
114	Isuzu D-Max	TSC HQS
115	Isuzu D-Max	TSC HQS
116	Pajero	TSC HQS

S/NO	MAKE	COUNTY
117	Subaru Forester	TSC HQS
118	Ford Everest	TSC HQS
119	Toyota Prado	TSC HQS
120	Nissan Urvan	TSC HQS
121	Subaru Outback	TSC HQS
122	Toyota Prado	TSC HQS
123	Subaru Forester	TSC HQS
124	Nissan Urvan	TSC HQS
125	Nissan Pickup	TSC HQS
126	Pajero	TSC HQS
127	Isuzu Bus	TSC HQS
128	Subaru Forester	TSC HQS
129	Avensis	TSC HQS
130	Toyota Corolla	TSC HQS
131	Ford Everest	TSC HQS
132	Nissan Urvan	TSC HQS
133	Subaru Forester	TSC HQS
134	Civillian Bus	TSC HQS
135	Toyota Prado	TSC HQS
136	Nissan Urvan	TSC HQS
137	Toyota Hiace	TSC HQS
138	Toyota Hiace	TSC HQS
139	Toyota Corolla	TSC HQS
140	Toyota Hiace	TSC HQS
141	Isuzu D-Max	TSC HQS
142	Isuzu D-Max	TSC HQS
143	ISUZU D-Max	SAMBURU
144	ISUZU D-Max	BUSIA
145	ISUZU D-Max	TANA RIVER
146	Ford Ranger (Double Cabin)	KIAMBU
147	Ford Ranger (Double Cabin)	TURKANA
148	Ford Ranger (Double Cabin)	WAJIR
149	Ford Ranger (Double Cabin)	KITUI
150	Ford Ranger (Double Cabin)	HOMABAY
151	Ford Ranger (Double Cabin)	MAKUENI
152	Ford Ranger (Double Cabin)	TAITA TAVETA
153	Ford Ranger (Double Cabin)	KIRINYAGA
154	Ford Ranger (Double Cabin)	BARINGO
155	Ford Ranger (Double Cabin)	MARSABIT
156	Ford Ranger (Double Cabin)	SIAYA
157	Isuzu D Max (Double Cabin)	VIHIGA
158	AMAROK VW	TSC HQS

S/NO	MAKE	COUNTY
159	AMAROK VW	TSC HQS
160	AMAROK VW	TSC HQS
161	Toyota Hiace	TSC HQS

SECTION VII- STANDARD FORMS

Notes on standard forms

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

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

8.1 FORM OF TENDER

Date_____

Tender No._____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda

Nos.....

..... *[insert numbers,*

the of which is hereby duly acknowledged, wed, the undersigned, offer to provide.....

.....*[description of services]*

in conformity with the said tender documents for the sum of

.....

..... *[total tender amount in words and figures]*

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

We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to.....percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).

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.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of_____ 20

[signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of_____

8.2 PRICE SCHEDULE OF SERVICES

NAME OF TENDER: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A CAR TRACKING AND FLEET MANAGEMENT SYSTEM FOR ALL TSC VEHICLES AT THE COUNTIES AND HEADQUARTERS

TENDER NUMBER: TSC/T/020/2020-2022

S/ No.	Description	Expected Year Of Delivery	Quantity	Unit Price YEAR 1	Total Cost (VAT Incl) YEAR 1	Unit Price YEAR 2	Total Cost (VAT Incl) YEAR 2
1.	Supply, delivery, Installation and commissioning of car tracking and Fleet management system-	Year 1	1			N/A	N/A
2.	Supply, delivery, installation of car tracking equipment for vehicles	Year 1	81			N/A	N/A
		Year 2	80	N/A	N/A		
3	Training of three (3) technical administrators and three (3) users in the management of the car Tracking and fleet management System.	Year 1				N/A	N/A
4.	Maintenance support for the car tracking and fleet management system period of two (2) years.	Year 1	80			N/A	N/A
		Year 2	161	N/A	N/A		
TOTAL COST INCLUSIVE OF VAT							
GRAND TOTAL FOR YEAR 1 AND YEAR 2 INCLUSIVE OF VAT							

Name of Tenderer

Signature of Tenderer:

Rubber Stamp of tenderer:

NB:

1) PLEASE TRANSFER THIS TOTAL AMOUNT TO THE FORM OF TENDER

- 2) THE SAME RATES FOR SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF CAR TRACKING EQUIPMENT FOR VEHICLES WILL APPLY WHEN THE COMMISSION BUYS ADDITIONAL VEHICLES.**
- 3) THE GRAND TOTAL FIGURE FOR YEAR 1 AND YEAR 2 IN THIS PRICE SCHEDULE MUST BE TRANSFERRED TO THE FORM OF TENDER.**
- 4) THE INSTALLATION AND COMMISSIONING OF CAR TRACKING EQUIPMENT WILL BE DONE AT THE LOCATION INDICATED IN THE LIST OF VEHICLES.**

8.3 CONTRACT FORM

THIS AGREEMENT made the ___ day of ____ 20 ___ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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 Technical Specifications;
- (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 materials and spares 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 materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

in the presence of _____.

8.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

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

	Part 2 (a) – Sole Proprietor																				
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details.....																				
	Part 2 (b) – Partnership																				
	Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 25%;">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																		
1.																		
2.																		
3.																		
4.																		
	Part 2 (c) – Registered Company																				
	Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 25%;">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																		
1.																		
2.																		
3.																		
4.																		
Date.....	Signature of Candidate.....																				

8.5 TENDER SECURITY FORM

Whereas[name of the tenderer]
(hereinafter called “the tenderer”)has submitted its tender dated.....[date of
submission of tender] for the provision of
.....[name and/or description of the services]
(hereinafter called “the Tenderer”).....

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

Of.....having registered office at[name of procuring entity](hereinafter called “the
Bank”)are bound unto.....[name of procuring entity](hereinafter called “the
procuring entity”) in the sum offor 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 of20_____.

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

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

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

[signature of the bank]

8.6 TENDER SECURING DECLARATION FORM

The Tenderer shall complete this Form in accordance with the instructions indicated]

Date:

Tender No. TSC/T/020/2020-2022

To: The Secretary

Teachers Service Commission

P.O. Box Private Bag-00100

Nairobi

I/We the Undersigned declare that

- 1) I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
- 2) I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with Teachers Service Commission for the period of time of [**Two years**] starting on [19th November,2020], if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by Teachers Service Commission during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
- 3) I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - (a) our receipt of a copy of your notification of the name of the successful Tenderer; or
 - (b) thirty days after the expiration of our Tender.
- 4) I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.)

Name:

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

Dated on day of, [Insert date of signing]

Seal or stamp

8.7 PERFORMANCE SECURITY FORM

To:

.....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract

No. _____[reference number of the contract] dated _____20____to supply.....

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

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

8.8 BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

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

.....

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount

of

[amount of guarantee in figures and words].

We,the

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

[amount of guarantee in figures and words].

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.9 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.

Please acknowledge receipt of this letter of notification signifying your acceptance.

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.

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

8.10 NON-DEBARMENT STATEMENT

I/We/Messrs..... of
..... Street/avenue, Building, P. O. BoxCode, of
..... (town), (Nationality), Phone E-mail
..... declare that I/We /Messrs
..... are not debarred from participating in public
procurement by the Public Procurement Oversight Authority pursuant to pursuant to
Section 62 of the Public Procurement & Asset Disposal Act, 2015

Dated this day of 20.....

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

Name Title of Signatory
..... Official Rubber
Stamp.....

8.11 INTEGRITY DECLARATION

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

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

Tender name:

Tender No.
For/or in the subsequent performance of the contract if I/We am/are successful.
Dated this day of 20.....

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

Name and Title of
Signatory.....

8.12 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary