

**TEACHERS SERVICE COMMISSION**



**OPEN NATIONAL TENDER**

**PROVISION OF COMPREHENSIVE MAINTENANCE AND REPAIR OF  
FIRE FIGHTING EQUIPMENT**

**TSC/T/009/2020-2022**

**2 YEAR FRAMEWORK CONTRACT**

**RESERVED FOR CITIZEN CONTRACTORS ONLY**

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

Email: [info@tsc.co.ke](mailto:info@tsc.co.ke)  
Website: <http://www.tsc.go.ke>

**CLOSING DATE IS WEDNESDAY 18<sup>TH</sup> NOVEMBER, 2020 AT 9.00am.**

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## SECTION I – INVITATION TO TENDER

**TENDER REF NO. TSC/T/009/2020-2021**

**TENDER NAME: PROVISION OF COMPREHENSIVE MAINTENANCE AND REPAIR OF FIRE FIGHTING EQUIPMENT**

- 1.1** The Teachers Service Commission invites sealed tenders from eligible candidates for the **PROVISION OF COMPREHENSIVE MAINTENANCE AND REPAIR OF FIRE FIGHTING EQUIPMENT**. Interested eligible candidates may obtain further information from and inspect the tender documents at Teachers Service Commission House Kilimanjaro Road Upper Hill, 2nd Floor Podium Wing during normal working hours.
- 1.2** You may obtain further information, inspect and obtain tender documents at the Supply Chain Management Services office, Teachers Service Commission House, 2<sup>nd</sup> Floor, Podium Wing. A complete copy tender document may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs.1, 000.00** in cash or bankers cheque payable to **The Secretary, Teachers Service Commission**. Alternatively, the document may be downloaded for free from [www.tsc.go.ke/](http://www.tsc.go.ke/). OR <https://tenders.go.ke>. **Prices quoted should be net inclusive of all taxes and delivery costs, and must be expressed in Kenya shillings.**
- 1.3** Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and tender name and be deposited in the tender box provided at the **TSC House, 3<sup>rd</sup> Floor Podium wing**, or be addressed and posted to **The Secretary, Teachers Service Commission, Private Bag - 00100, Nairobi** to be received on or before **WEDNESDAY 18<sup>TH</sup> NOVEMBER, 2020 at 9.00am. There shall be a mandatory site/survey visit** for all interested bidders to be able to understand the full scope of works **at the TSC Headquarters**
- 1.4** Bidders are advised to take NOTE that the guidelines issued by the Ministry of Health protocols on 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 to handling of procurement proceedings shall be applied for any tender processed by the Commission henceforth until advised otherwise.
- 1.5** All Tenders must be filled in accordance with the Appendix to Instructions to Tenderers and Special Conditions prescribed in the tender document.

Prices quoted must be net inclusive of government taxes, must be in Kenya Shillings and should remain valid for 120 days after date of opening/ closing of the tender.

**1.6** A Mandatory site visit at TSC Headquarters shall be conducted on **TUESDAY 10<sup>TH</sup> NOVEMBER, 2020 from 9.00 a.m.** in strict compliance with the Ministry of Health protocols on COVID- 19, by ensuring that only one bidder per firm shall be allowed to attend the site visit meeting.

**1.7** All the Clarifications and/ or addendums will be posted on TSC Website. Any request for clarifications shall be sent to the Commission Secretary copy to [ddprocurement@tsc.go.ke](mailto:ddprocurement@tsc.go.ke) All clarifications should be received within seventh days before tender opening.

**1.8** The tender will be opened in accordance with the provisions of the above guidelines in the Podium Wing open area 3rd Floor in the presence of bidders' representatives to witness the tender opening. However, the opening minutes will be circulated to all tenderers who may request in writing. Kindly ensure you provide an updated email address. Other information on this tender may be obtained from the Tender Document.

*(Only one representative from each bidder shall be allowed to witness tender opening in order to adhere to the Ministry of Health Guidelines)*

**COMMISSION SECRETARY/CHIEF EXECUTIVE**

**SECTION II – INSTRUCTIONS TO TENDERERS**

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## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The 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



## **2.8 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
<p>2.1</p> <p>2.1.1</p> <p>2.1.2</p> <p>2.1.3</p> <p>2.1.4</p>	<p><b>Eligible tenderers</b></p> <p>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.</p> <p>TSC employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.</p> <p>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 Teachers Service Commission 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.</p> <p>Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible</p>
<p>2.2</p> <p>2.2.1</p> <p>2.2.2</p> <p>2.2.3</p>	<p><b>Cost of tendering</b></p> <p>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.</p> <p>The price to be charged for the tender document shall be Kshs. 1,000 payables 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.</p> <p>The Commission shall allow the tenderer to review the tender document free of charge before purchase</p>
<p>2.3</p> <p>2.3.1</p>	<p><b>Contents of tender documents</b></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"> <li>i) Instructions to tenderers</li> <li>ii) General Conditions of Contract</li> <li>iii) Special Conditions of Contract</li> <li>iv) Schedule of Requirements</li> <li>v) Details of service</li> <li>vi) Form of tender</li> </ul>

2.3.2	<ul style="list-style-type: none"> <li>vii) Price schedules</li> <li>viii) Contract form</li> <li>ix) Confidential business questionnaire form</li> <li>x) Tender security form</li> <li>xi) Performance security form</li> <li>xii) Principal's or manufacturers authorization form</li> <li>xiii) Declaration form</li> </ul> <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>
2.4 2.4.1  2.4.2	<p><b>Clarification of Documents</b></p> <p>A prospective candidate making inquiries of the tender document may notify Teachers Service Commission in writing by email <a href="mailto:ddprocurement@tsc.go.ke">ddprocurement@tsc.go.ke</a> or by post, addressed to:</p> <p><b>The Secretary Teachers Service Commission</b>  <b>P.O Box Private Bag -00100</b>  <b>Nairobi.</b></p> <p>Teachers Service Commission 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 as prescribed by Teachers Service Commission. Written copies of response by the Teachers Service Commissions (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”</p> <p>Teachers Service Commission 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</p>
2.5 2.5.1  2.5.2  2.5.3	<p><b>Amendment of documents</b></p> <p>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.</p> <p>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.</p> <p>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.</p>
2.6 2.6.1	<p><b>Language of tender</b></p> <p>The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Teachers Service Commission, shall be written in English language.</p>

2.7	<p><b>Documents Comprising the Tender</b> The tender prepared by the tenderer shall comprise the following components:</p> <ul style="list-style-type: none"> <li>a) The bid document</li> <li>b) A Tender Form and a Price Schedule completed in the format provided.</li> <li>c) 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;</li> <li>d) Tender security furnished is in accordance with Clause 2.12</li> <li>e) Confidential business questionnaire filled signed and stamped in the format provided.</li> </ul>
2.8 2.8.1	<p><b>Form of Tender</b> The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed in the format provided. Any discrepancy between the Form of Tender and Price Schedule shall lead to disqualification.</p>
2.9 2.9.1  2.9.2  2.9.3  2.9.4  2.9.5  2.9.6	<p><b>Tender Prices</b> 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.</p> <p>Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties, VAT and other taxes payable:</p> <p>Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.</p> <p>Contract price variations shall not be allowed for contracts not exceeding one year (12 months)</p> <p>Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.</p> <p>The Commission shall not allow any price variation under any normal circumstances.</p>
2.10 2.10.1	<p><b>Tender Currencies</b> Prices shall be quoted in Kenya Shillings.</p>
2.11 2.11.1  2.11.2	<p><b>Tenderers Eligibility and Qualifications.</b> 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.</p> <p>The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall demonstrate to Teachers Service Commission's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract</p>
2.12. 2.12.1	<p><b>Tender Security</b> NOT APPLICABLE</p>

<p>2.13</p> <p>2.13.1</p> <p>2.13.2</p>	<p><b>Validity of Tenders</b></p> <p>Tenders shall remain <b>valid for 120 days</b>. Teachers Service Commission shall reject a tender valid for a shorter period as non-responsive.</p> <p>In exceptional circumstances, Teachers Service Commission may extend the tender validity period to a maximum of 30 working days. The extension period shall be communicated to all bidders in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. Tenderer shall not be allowed or permitted to modify his/her tender.</p>
<p>2.14</p> <p>2.14.1</p> <p>2.14.2</p> <p>2.14.3</p>	<p><b>Format and Signing of Tender</b></p> <p>The tenderer shall prepare two copies of the tender, clearly / marking one “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.</p> <p>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 paginated, initialed by the person or persons signing the tender and stamped.</p> <p>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.</p>
<p>2.15</p> <p>2.15.1</p> <p>2.15.3</p> <p>2.15.4</p>	<p><b>Sealing and Marking of Tenders</b></p> <p>a) The tenderer shall seal the original and a 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;</p> <p style="text-align: center;"><b>The Secretary,</b></p> <p style="text-align: center;"><b>Teachers Service Commission</b></p> <p style="text-align: center;"><b>P.O Box Private Bag</b></p> <p style="text-align: center;"><b>Nairobi.</b></p> <p>b) Bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE <b>WEDNESDAY 18<sup>TH</sup> NOVEMBER, 2020.</b>”</p> <p>The inner envelopes shall also indicate the name and address of the tenderer to enable the tender be returned unopened in case it is declared “late”.</p> <p>If the outer envelope is not sealed, marked and addressed as required by paragraph 2.15.1, the Commission shall not assume any responsibility whatsoever for the tender’s misplacement or premature opening. It is the responsibility of the tenderer to ensure that his/her tender document is deposited in the right box or SCMS office as</p>

	herein instructed and provided.
2.16	<b>Deadline for Submission of Tenders</b>
2.16.1	Tenders must be received by Teachers Service Commission addressed to:  <b>The Secretary Teachers Service Commission</b>  <b>P.O Box Private Bag</b>  <b>Nairobi</b>  <b>Not later than WEDNESDAY 18<sup>TH</sup> NOVEMBER, 2020 at 9.00am.</b>
2.16.2	Teachers Service Commission may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with the provisions of the tender document and in compliance to the PPADA 2015, in which case all rights and obligations of Teachers Service Commission and candidates previously subject to the deadline will thereafter be subject to the new deadline as extended.
2.16.3	Bulky tenders which will not fit in the tender box shall be received at Procurement Office 2nd Floor Podium Wing.  <b>N/B: The Teachers Service Commission shall not be liable for tenders which have been misplaced due to 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</b>

2.17	<b>Modification and withdrawal of tenders</b>
2.17.1	The tenderer may modify or withdraw its tender after the tender's submission, provided that a written notice of the modification, including substitution or withdrawal of the tenders is received by Teachers Service Commission prior to the deadline prescribed for the opening and 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 email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.  <b>No tender shall be modified after the deadline for submission of tenders.</b>
2.17.3	No tender shall 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 shall result in the Tenderer's forfeiture of its tender security if any, pursuant to the provisions of PPADA 2015.
2.17.4	Teachers Service Commission may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
2.17.5	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	<b>Opening of Tenders</b>
2.18.1	Teachers Service Commission will open all tenders in the presence of tenderers' representatives who choose to attend on <b>WEDNESDAY 18<sup>TH</sup> NOVEMBER, 2020 at 9.00 am at TSC House 3<sup>rd</sup> Floor Podium Wing</b> . 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 will have made the request.
2.19	<b>Clarification of tenders</b>
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	<b>Preliminary Examination and Responsiveness</b>
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 tender security has 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 price as read during tender opening shall remain final and absolute and shall not be corrected or amended by anybody whatsoever.
2.20.3	Teachers Service Commission 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 other tenderer.
2.20.4	Prior to the detailed evaluation, Teachers Service Commission will determine the substantial responsiveness of each tender to the tender requirements. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender requirements without material deviations.
2.20.5	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. If a tender is not substantially responsive, it will be rejected by the Commission and may not subsequently be made responsive by the tenderer by correction of the nonconformity
2.21	<b>Conversion to a single currency</b>  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 as provided by the central bank of Kenya.
2.22	<b>Evaluation and comparison of tenders.</b>
2.22.1	Teachers Service Commission will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
2.22.2	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	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:  a) operational plan proposed in the tender;  b) deviations in payment schedule from that specified in the Special Conditions

<p>2.22.4</p> <p>2.22.5</p> <p>2.22.6</p>	<p>of Contract;</p> <p>Pursuant to paragraph 22.3 the following evaluation methods will be applied:</p> <p>(a) <b><i>Operational Plan.</i></b>  Teachers Service Commission requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements.</p> <p>(b) <b><i>Deviation in payment schedule.</i></b>  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. 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> <ul style="list-style-type: none"> <li>a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.</li> <li>b) Legal capacity to enter into a contract for procurement</li> <li>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</li> <li>d) Shall not be debarred from participating in public procurement</li> </ul>
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**The Following shall apply for Preliminary Evaluation.**

	<b>REQUIREMENTS</b>	<b>Yes/No</b>
MR 1	A copy of Certificate of Incorporation/ Registration	
MR 2	Must Submit valid copy of 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.	
MR 3	Copy of valid Trade License/Business permit from county government.	
MR 4	Must provide a copy of CR12 for Limited companies or copy of ID for sole proprietor showing list of company's Director/s.	
MR 5	Must duly fill up, sign and stamp the attached Confidential Business Questionnaire in the format provided	
MR 6	Must fill, sign and stamp the attached Non-Debarment form in the format provided.	
MR 7	Must fill, sign and stamp the attached Integrity Form in the format provided.	
MR 8	Must dully fill up, sign and stamp the attached Form of Tender in the format provided	
MR 9	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. The tender contract price in figures must tally the amount in words. Any inconsistency between the price in figures and words shall lead to disqualification. Any cancellation or correction in the Form of Tender and Price Schedule not countersigned shall lead to automatic disqualification.	
MR 10	Must provide, dully fill up, sign and stamp the price list of spare parts they intend to use for during the contract period	
MR 11	Must attach dully signed and stamped Site visit form by both TSC representative and the bidder's representative. (This is useful for the bidder to understand the full scope of works)	
MR 12	Submit a Valid Copy of Company Registration from Director of safety and Health (DOSHS)	
MR 13	Must Serialize, sign and stamp all tender document pages as: <i>1 of 100, 2 of 100, 3 of 100, 4 of 100</i> etc	

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

**TECHNICAL CRITERIA**

<b>Evaluation Attribute</b>	<b>Detailed attributes</b>	<b>Max.</b>	
Firm's profile and Experience	Number of years the firm has been in similar business. <ul style="list-style-type: none"> <li>• 5 years and above 10 marks</li> <li>• 3 - 4 years 5 marks</li> <li>• Less than 3 years Zero (0) marks</li> </ul>	10	
	Documentary evidence of similar nature of services on Fire Systems undertaken in five firms in the last FIVE (5) years  Provide prove of Five (5) Contracts or LPO/LSOs Each @ 4 marks	20	
	Provide recommendation letters from at least 5 corporate clients which the company has offered a similar nature of service on fire systems in the past five years (the letter should give both physical and contact address) Each recommendation letter @ 2 marks	10	
Firms' Office management	Provide flow chat of the organization and office staff who will be assigned to Teachers Service Commission	5	
Key personnel	<b>Project Manager:</b> Must have a Diploma in Engineering field with three (3) years' experience in servicing of firefighting equipment. Each year @ 5 marks (Attach CVs and academic certificate)	15	
	<b>Proposed Technicians:</b> 2Nos proposed technicians with Diploma or Certificate in Engineering and three years' experience in servicing of firefighting equipment  (Attach CVs and Academic certificates)	10	

	Each technician with academic Diploma @5 marks Each technician with academic certificate @ 3 marks		
Professional Certificates	Attach a copy of professional certificate @ 3 marks	5	
Financial resources	Provide evidence of access to financial funding to facilitate this contract (Bank statement showing a healthy balance covering a period of 5 months (May 2020 – Sept, 2020) each month @ 2 marks-max 10mks	10	
Methodology	The bidder to provide a detailed methodology and work programme on the staff sensitization exercise (Not more than 3 pages = 15 marks	15	
<b>TOTAL</b>		<b>100</b>	

NB: Tenders that shall not have attained a minimum pass marks of 70 marks shall be declared Non responsive and will be eliminated from the technical evaluation process and will therefore, not be considered for financial evaluation

**FINANCIAL SCORE (F.S.)**

Financial Evaluation shall involve checking arithmetic errors and completeness of the financial bids. Tenderers that score 70 % and above under Technical Evaluation on Capacity to deliver the contract will be ranked and the lowest evaluated will be awarded the tender.

**AWARD**

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

2.23	<b>Contacting the procuring entity</b>
2.23.1	Subject to paragraph 2.19, no tenderer shall contact Teachers Service Commission on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
2.23.2	Any effort by a tenderer to influence 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	<b>Award of Contract</b>  a) <b>Post qualification</b>

<p>2.24.1</p> <p>2.24.2</p> <p>2.24.3</p> <p>2.24.3</p> <p>2.24.4</p> <p>2.24.5</p>	<p>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.</p> <p>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 Commission deems necessary and appropriate.</p> <p>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) <b>Award Criteria</b></p> <p>Subject to paragraph 2.29 the Teachers Service Commission will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.</p> <p>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 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>
<p>2.25</p> <p>2.25.1</p> <p>2.25.2</p> <p>2.25.3</p>	<p><b>Notification of award</b></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> <p>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</p>

2.26	<b>Signing of Contract</b>
2.26.1	At the same time as Teachers Service Commission notifies the successful tenderer that its tender has been accepted, the Commission will simultaneously inform the other tenderers that their tenders have not been successful.
2.26.2	Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Teachers Service Commission.
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	<b>Performance Security</b>
2.27.1	Teachers Service Commission shall not seek a Performance Guarantee from the successful bidder.
2.28	<b>Corrupt or Fraudulent Practices</b>
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.
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;
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.

### SECTION III GENERAL CONDITIONS OF CONTRACT

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## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

- a) “The contract” means the agreement entered into between 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 Teachers Service Commission 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 any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13 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
3.6	<p><b>Performance Security</b> The Successful Tenderer shall not furnish Teachers Service Commission with Performance Security.</p>
3.7	<p><b>Inspections and Tests</b></p> <p>3.7.1 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. Teachers Service Commission shall notify the tenderer in writing, in a timely manner, of any poor performance identity during the execution of the contract.</p> <p>3.7.2 The inspections and tests shall be conducted at the Commission after delivery of the service. During inspection and testing, all reasonable facilities and assistance, including access to the building and equipment to be maintained, shall be furnished to the successful bidder at no charge.</p> <p>3.7.3 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>3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract</p>
3.8	<p>The method and conditions of payment to be made to the tenderer under this Contract shall be after sixty (60) days after submission of the Invoice.</p>
3.9	<p>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 or modification to the terms of the contract shall be made except by written amendment signed by the parties</p>
3.10	<p><b>Assignment</b></p> <p>The tenderer 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>

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
<p>3.11</p> <p>3.11.1</p> <p>3.11.2</p>	<p><b>Termination for Default</b></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, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> <li>a) if the tenderer fails to provide any or all of the services within 30 days or within any extension thereof granted by Teachers Service Commission.</li> <li>b) if the tenderer fails to perform any other obligation(s) under the Contract.</li> <li>c) if the tenderer, in the judgment of Teachers Service Commission has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</li> </ul> <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>
<p>3.12</p>	<p><b>Termination of insolvency</b></p> <p>Teachers Service Commission may at the anytime terminate the contract by giving written notice of thirty (30) days 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>3.13.2</p>	<p><b>Termination for convenience</b></p> <p>Teachers Service Commission by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience by giving a termination notice of thirty (30) days. The notice of termination shall specify that the termination is for the Commission's 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 decide to cancel the services and pay to the contractor on agreed amount for partially completed services/works.</p>
<p>3.14</p>	<p><b>Resolution of disputes</b></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. Failure to resolve the dispute within 30 days any party may sort for a judicial remedy or any other procedure agreeable to both parties.</p>

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.15	<p><b>Governing Language</b></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 English only.</p>
3.17	<p><b>Applicable Law.</b></p> <p>The contract shall be interpreted in accordance with the laws of Kenya.</p>

## SECTION V – DESCRIPTION OF SERVICES

Teachers Services Commission equipment for emergency preparedness on fire response includes:

1. Fire alarm system - Menvier Type, DF6000 series, Total 4 loops.
2. Fire Fighting system comprising of: -
  - i. Wet and dry riser system.
  - ii. Sprinkler system.
  - iii. Portable fire extinguishers.
    - Carbon dioxide-
    - Foam
    - Water
    - Dry powder

### EQUIPMENT INVENTORY.

ITEM	DESCRIPTION	UNIT	QTY
<b>A.</b>	<b>SPRINKLER SYSTEM</b>		
1.	Electric centrifugal pump	No.	1
2.	Jokey pump	No.	1
3.	Diesel engine mounted pump and associated fittings	No.	1
4.	Air pressure vessel	No.	1
5.	Water piping and associated fittings	Lot.	1
6.	Electrical panels and associated fittings	No.	3
7.	Water reservoir tank and associated fittings	No.	1
8.	Hydrants	No.	7
<b>B</b>	<b>HOSE REEL SYSTEM</b>		
1.	Hose reel flexible pipe and associated fittings	No.	45
2.	Hose reel pumps	No.	2
3.	Hose reel pumps electrical panels	No.	1
4.	Hose reel pressure vessel	No.	1
5.	Hose pipe work and associated fittings	Lot.	1
6.	Hose reel water reservoir tank and associated fittings	No.	1
7.	Delivery hose reels	No.	8
8.	Landing valves	Pcs	8
<b>C.</b>	<b>PORTABLE FIRE EXTINGUISHERS</b>		
1.	9L H <sub>2</sub> O fire extinguishers	No.	54
2.	5Kg CO <sub>2</sub> fire extinguishers	No.	59
3.	2Kg CO <sub>2</sub> fire extinguishers	No.	13
4.	9L foam fire extinguishers	No.	11
5.	9Kg dry powder fire extinguisher	No.	19
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>
<b>D.</b>	<b>FIRE ALARM SYSTEM</b>		
1.	The alarm system is Menvier Type, DF6000 series, Total 4 loops. It has one main panel and one repeater panel, which encompasses; break glasses, smoke detectors, heat detectors and bells/sounders plus the associated wiring system.	Lot.	1

## NOTES

### Portable equipment

- Check by weighing the extinguishers and cartridges where applicable
- Topping up or recharging the fire extinguishers, where applicable
- Testing the working parts of the appliances
- Inspect the Hose Reel, check for any Leakages and functioning on the Nozzles and sort if any.
- Assess the general condition of the equipment.
- Check and ensure the accessibility of the equipment
- Check on the accessibility of exists, passageways etc.
- Enter particulars of the inspection, tests and service carried out onto the record card appropriate to each of the fire appliances
- Issue a report detailing any issues and recommendations that need to be attended.

### Pumped System Equipment (Fire Pumps)

- Check and assess the general conditions of the existing pumps.
- Carry out Pumps General maintenance and servicing as necessary.
- Check on Pumps start-manual stop mechanism
- Check and maintain working pressure switches for each pump
- Check and maintain working push buttons on the control panel
- Carry out General maintenance and servicing of the diesel Engine pump
- Test run the installations for a period of quarter of an hour
- Maintain a proper working firefighting system.
- On the Sprinkler system; drain water at least once a year, check pressure gauges, check its alarm status. Repair any leakages noted.
- Electric driven pumps, carryout routine maintenance as per manufacturer's specifications.
- Issue a detailed report

### Fire Alarm System.

- Maintain a healthy control panel including the batteries.
- Dismantle, cleanup and re-fit the detectors and bells.
- Generate smoke/heat on each detector and confirm that signal is received by control panel and triggers the bells and flashers.
- Operate all the manual pull stations and confirm that signal is received by the control panel.
- Operate the control panel and confirm that any authority with jurisdiction receives the alarm.
- Issue a detailed report.

**Repairs:**

During the contract period, the contractor will be required to attend to any failure of the firefighting equipment and undertake due troubleshooting as required and restore it to normal operation. The cost of such call outs, troubleshooting and repair work shall be inclusive in the total price quoted for the whole contract. However, in the event that any part is to be replaced as a result of such repairs, these shall be sourced by the client (TSC) separately and the Contractor shall be expected to install the sourced spare parts.

**Sensitization.**

The bidder shall undertake staff sensitization twice (2) a year to TSC staff at Headquarter on matters related to fire, preparation and evacuation and use of the various extinguishers.

**All interested and eligible bidders must come for a Site visit to acquaint themselves with the fire system at the Commission before bidding.**

## **SECTION VI- STANDARD FORMS**

### **Notes on standard forms**

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

**SECTION VII - STANDARD FORMS**

- 1. Form of tender..... 41
- 2. Price schedules..... 42
- 3. Contract form..... 43
- 4. Confidential Questionnaire form..... 44
- 5. Tender security form..... 45
- 6. Performance security form..... 48
- 7. Bank guarantee for advance payment..... 49
- 8. Declaration form..... 52

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],

thereof which is hereby duly acknowledged, we, the undersigned, offer to provide.....

.....

.....[description of services]

in conformity with the said tender documents for the sum of

.....

.....

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

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

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 10% percent of the Contract Price for the due performance of the Contract, in the form a Bank Security.

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 letter of intention to enter into a contract, shall not constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

[signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**PRICE SCHEDULE OF SERVICES**

**PRICE SCHEDULE OF SERVICES**

**TSC/T/009/2020-2022**

S/No.	ITEM DESCRIPTION	TOTAL PRICE IN KSHS VAT INCLUSIVE Year 1	TOTAL PRICE IN KSHS VAT INCLUSIVE YEAR 2	TOTAL PRICE IN KSHS INCLUSIVE VAT FOR YEAR 1 & YEAR 2	REMARKS
01	Provision of Comprehensive maintenance and repair of firefighting equipment				MAINTENANCE SHALL BE DONE QUARTELY
02	Servicing of the Diesel Engine pump				SERVICING OF DIESEL ENGINE SHALL BE DONE SEMI- ANNUAL
<b>TOTAL PRICE</b>					

**N/B: THE TOTAL PRICE FOR YEAR 1 AND YEAR 2 SHALL BE TRANSFERRED TO THE FORM OF TENDER BEING THE CONTRACT PRICE FOR TWO YEARS.**

Name of tenderer \_\_\_\_\_

Signature \_\_\_\_\_

Official Rubber Stamp ~~~~~

## REPLACEMENTS OF PARTS OF FIRE SYSTEMS

No.	Items	Unit Price (VAT INCLUSIVE)
1	Hose reel "O" rings	
2	Hose Reel Drum (Swinging type)	
3	Hose Reel Tubing 630 MS	
4	Head cap (9 kg Dry powder)	
5	Head Reel Nozzle	
6	Cartridge replacement (dry powder, foam, water)	
7	Safety Pin	
8	Head Valve (5kg CO2 dry, powder, foam)	
9	Wall Bracket	
10	Hose Reel Plate	
11	Hose reel horn (5 kg CO2)	
12	Hose reel Clip	
13	Instruction Label/Operating instruction labels	
14	Discharge hose (9kg Dry powder)	
15	Gate Valve (hose reel) $\frac{3}{4}$	
16	Pressure Gauge	
17	Siren	
18	Batteries	
19	Heat/smoke detectors	
20	Alarm call point	
21	Alarm sounding unit	
22	Delivery Hoses	
23	water branches	

## REFILLING OF FIRE SYSTEMS

No.	Items	Unit Price (VAT INCLUSIVE)
1.	9L H <sub>2</sub> O fire extinguishers	
2.	5Kg CO <sub>2</sub> fire extinguishers	
3.	2Kg CO <sub>2</sub> fire extinguishers	
4.	9L foam fire extinguishers	
5.	9Kg dry powder fire extinguisher	.
6	Pressure refill (Pressurization)	

## 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.
- (g) the evaluation minutes

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 \_\_\_\_\_.

## 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.

<b>Part 1 General</b>
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.....

	<b>Part 2 (a) – Sole Proprietor</b>																				
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details.....																				
	<b>Part 2 (b) – Partnership</b>																				
	Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 30%;">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. ....	.....	.....	.....
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1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<b>Part 2 (c) – Registered Company</b>																				
	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: 30%;">Nationality</th> <th style="width: 30%;">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. ....	.....	.....	.....
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1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
Date.....	Signature of Candidate.....																				

**Tender-Securing Declaration (Mandatory)**

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

Tender No.: *TSC/T/009/2020-2022*

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

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal (where appropriate)

TENDER SECURITY FORM

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

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

Of.....having registered office at[name of procuring entity](hereinafter called “the Bank”)are  
bound unto.....[name of procuring entity](hereinafter called “the procuring entity”) in the sum  
of .....for which payment well and truly to be made to the said Procuring entity, the Bank binds itself,  
its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this\_\_\_\_\_  
day 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]

TEACHERS SERVICE COMMISSION



SITE VISIT FORM

Name of the Bidder.....

AREA	DETAILS	PLEASE TICK (✓) IF VISITED

This is to certify that the named bidder visited the station and has been shown all the areas as required in the tender document.

TSC Rep. Name:.....Signature:..... Date:.....

Official Stamp

Contractors Rep: Name:.....Signature:..... Date:.....

Official Stamp

PERFORMANCE SECURITY FORM

To: .....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_ to

supply.....

[Description services](Hereinafter called "the contract")

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

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

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

[amount of the guarantee in words and figures],

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

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

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

\_\_\_\_\_  
Signature and seal of the Guarantors

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

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

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

(Amend accordingly if provided by Insurance Company)

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....

[name of tender].....

Gentlemen and/or Ladies:

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

.....

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

of .....

*[amount of guarantee in figures and words].*

We,the .....

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

*[amount of guarantee in figures and words].*

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

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

Yours truly,

Signature and seal of the Guarantors

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

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

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

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

\_\_\_\_\_

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. Box .....Code ....., 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.....			

INTEGRITY DECLARATION

I/We/Messrs..... of .....  
Street/avenue, ..... Building, P. O. Box .....Code ....., 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.....

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

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

**SIGNED**  
**Board Secretary**