



**NATIONAL OPEN TENDER**

**PROVISION OF SECURITY SERVICES IN TWENTY-FOUR  
TSC COUNTY AND TWO SUB COUNTY OFFICES IN  
KENYA.**

**TWO YEARS FRAMEWORK CONTRACT**

**TSC/T/021/2020-2021**

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**CLOSING DATE IS THURSDAY 19<sup>TH</sup> NOVEMBER, 2020 AT 9.00am.**

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## SECTION I – INVITATION TO TENDER

### TENDER REF NO. TSC/T/021/2020-2022

### TENDER NAME. PROVISION OF SECURITY SERVICES IN TWENTY-FOUR TSC COUNTY AND TWO SUB COUNTY OFFICES IN KENYA.

- 1.1 Teachers Service Commission invites sealed tenders from eligible candidates for the provision of security services at 24 TSC county and 2 Sub county offices in Kenya.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement office, Teachers Service Commission House 2<sup>nd</sup> Floor Podium Wing During normal working hours 8.00 am to 4.00 pm.
- 1.3 A complete tender document may be obtained by interested candidates upon payment of a non- refundable fee of Kshs. 1,000 payable to the Teachers Service Commission at National Bank of Kenya Account No. 01001000905000, Harambee Avenue Branch or Bankers Cheque and present the bank slip to TSC Cash office for official receipt. Alternatively, the document may be downloaded for free from [www.tsc.go.ke](http://www.tsc.go.ke) or [www.tenders.go.ke](http://www.tenders.go.ke)
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 120 days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at TSC House, Podium wing, third floor, or be addressed and posted to The Secretary, Teachers Service Commission, P.O. Box Private Bag-00100, Nairobi to be received on or before **Thursday 19<sup>th</sup> November, 2020 9.00 am.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at Teachers Service Commission 3rd floor Podium wing. **Only one firm representative will be allowed to attend tender opening.**
- 1.7 Tenders must be accompanied by a Tender Security of Kshs 200,000 in form of a guarantee from a reputable bank or from an insurance company approved by PPRA (formerly PPOA), payable to the Commission Secretary, Teachers Service Commission and must be valid for 150 days from the time of opening

**COMMISSION SECRETARY/ CHIEF EXECUTIVE OFFICER**

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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

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

#### **2.4 Clarification of Documents**

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

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

#### **2.5 Amendment of documents**

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

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

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

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(b) Tender security furnished is in accordance with Clause 2.12

(c) Confidential business questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

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

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

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

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

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

## **2.10 Tender Currencies**

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

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

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

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

## **2.12 Tender Security**

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

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

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

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

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

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

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

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

2.12.7 The tender security may be forfeited:

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

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

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

**or**

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

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

## **2.13 Validity of Tenders**

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

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

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

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

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

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

## 2.15 Sealing and Marking of Tenders

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

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

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

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## 2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than (*day, date and time of closing*)

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

## 2.17 Modification and withdrawal of tenders

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

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

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

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

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

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

## **2.18 Opening of Tenders**

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

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

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

## **2.19 Clarification of tenders**

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

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

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

## **2.20 Preliminary Examination and Responsiveness**

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

## **2.21 Conversion to a single currency**

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

## **2.22 Evaluation and comparison of tenders.**

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

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

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

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

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

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

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

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

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

(d) Shall not be debarred from participating in public procurement.

**2.23. Contacting the procuring entity**

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

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

## **2.24 Award of Contract**

### **a) Post qualification**

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

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

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

### **b) Award Criteria**

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

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

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract

award shall be considered for debarment from participating in future public procurement.

## **2.25 Notification of award**

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

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

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

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

## **2.27 Performance Security**

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

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

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

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

## Appendix to instructions to tenderers

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

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1	<b>Eligible tenderers</b>
2.1.1	This Invitation to tender is <b>Open National Tender</b> – Citizen Contractors only.
2.1.2	TSC employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
2.1.3	Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the 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.
2.1.4	Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.2	<b>Cost of tendering</b>
2.2.1	The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Teachers Service Commission, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
2.2.2	The price to be charged for the tender document shall be Kshs. 1,000 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.
2.2.3	The Commission shall allow the tenderer to review the tender document free of charge before purchase

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
<p>2.3</p> <p>2.3.1</p> <p>2.3.2</p>	<p><b>Contents of tender documents</b></p> <p>Contents of tender documents 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> <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>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>
<p>2.4</p> <p>2.4.1</p> <p>2.4.2</p>	<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: <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>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
<p>2.5</p> <p>2.5.1</p> <p>2.5.2</p> <p>2.5.3</p>	<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>
<p>2.6</p> <p>2.6.1</p>	<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. Any printed literature furnished by the tenderer may be written in another language may be accepted provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.</p>
<p>2.7</p>	<p><b>Documents Comprising the Tender</b></p> <p>All bidders applying for this tender shall fill, sign and stamp the following attached documents.</p> <ul style="list-style-type: none"> <li>a) Form of Tender</li> <li>b) Price Schedule</li> <li>c) Confidential Business Questionnaire</li> <li>d) Integrity Declaration form</li> <li>e) Non-debarment statement</li> <li>f) Any other document required at preliminary and technical evaluation.</li> </ul>
<p>2.8</p> <p>2.8.1</p>	<p><b>Form of Tender</b></p> <p>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>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.9	<b>Tender Prices</b>
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	There shall not be price variation during the contract period.
2.9.5	The Teachers Service Commission shall not allow any price variation at any time during the contract period.
2.9.6	There shall not be price variation during the contract period.
2.10	<b>Tender Currencies</b>
2.10.1	Prices shall be quoted in Kenya Shillings only.
2.11	<b>Tenderers Eligibility and Qualifications.</b>
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 demonstrate to Teachers Service Commission's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.
2.12.	<b>Tender Security</b>
2.12.1	The tenderer shall furnish, as part of its tender, a tender security of <b>Kshs. 200,000.00</b> valid for 150 days from the date tender opening.
2.12.2	The tender security is required to protect Teachers Service Commission against the risk of Tenderer's conduct, which would warrant the security's forfeiture, pursuant to paragraph

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.12.3	<p>2.12.7</p> <p>The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:</p> <ul style="list-style-type: none"> <li>a) A bank guarantee.</li> <li>b) Such insurance guarantee approved by the Authority.</li> <li>c) Letter of credit</li> </ul>
2.12.4	<p>Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by Teachers Service Commission as non-responsive, pursuant to paragraph 2.20</p>
2.12.5	<p>Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.</p>
2.12.6	<p>The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.</p>
2.12.7	<p>The tender security may be forfeited:</p> <ul style="list-style-type: none"> <li>(a) If a tenderer withdraws its tender during the period of tender validity (120 days) specified by the Teachers Service Commission on the Tender Form;</li> <li>(b) In the case of a successful tenderer, if the tenderer fails: <ul style="list-style-type: none"> <li>(i) to sign the contract in accordance with paragraph 30</li> <li>(ii) to furnish performance security in accordance with paragraph 31.</li> </ul> </li> <li>(c) If the tenderer rejects, correction of an error in the tender.</li> </ul>
2.13	<p><b>Validity of Tenders</b></p>
2.13.1	<p>Tenders shall remain <b>valid for 120 days</b>. A tender valid for a shorter period shall be rejected by Teachers Service</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	Commission as non-responsive.
2.14	<b>Format and Signing of Tender</b>
2.14.1	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.
2.14.2	The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender shall be paginated, initialed and stamp 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. Any correction, eraser or amendment to the price without being initialed shall be disqualified.

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.15	<b>Sealing and Marking of Tenders</b>
2.15.1	<p>a) The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to:</p> <p style="text-align: center;"><b>The Secretary Teachers Service Commission P.O Box Private Bag-00100 Nairobi.</b></p> <p>b) bear, tender number <b>TSC/T/021/2020-2021</b> and name <b>PROVISION OF SECURITY SERVICES AT 24 TSC COUNTY and TWO SUB-COUNTY OFFICES IN KENYA</b> and the words: “DO NOT OPEN BEFORE <b>Thursday 19<sup>th</sup> November, 2020 at 9.00 am</b> and be addressed to:</p> <p style="text-align: center;"><b>The Secretary Teachers Service Commission P.O BOX Private Bag -00100 Nairobi.</b></p>
2.15.3	The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
2.15.4	If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Teachers Service Commission will assume no responsibility for the tender’s misplacement or premature opening.

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.16	<b>Deadline for Submission of Tenders</b>
2.16.1	<p>Tenders must be received by Teachers Service Commission addressed to:</p> <p style="text-align: center;"><b>The Secretary Teachers Service Commission P.O Box Private Bag-00100 Nairobi</b></p> <p><b>not later than Thursday 19<sup>th</sup> November, 2020 at 9.00 am.</b></p> <p><b>The tenders must be deposited at the tender box located at TSC House Third Floor Podium Wing.</b></p> <p><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></p>
2.16.2	<p>Teachers Service Commission 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 Teachers Service Commission and candidates previously subject to the deadline will thereafter be subject to the new deadline as extended.</p>
2.16.3	<p>Bulky tenders which will not fit in the tender box shall be received at <b>Procurement Office located at 2nd Floor Podium Wing.</b></p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
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.
2.17.3	<b>No tender shall be modified after the deadline for submission of tenders.</b>
2.17.4	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.
2.17.5	Teachers Service Commission may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
2.17.6	Teachers Service Commission shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
<p>2.18</p> <p>2.18.1</p> <p>2.18.2</p> <p>2.18.3</p>	<p><b>Opening of Tenders</b></p> <p>Teachers Service Commission will open all tenders in the presence of tenderers’ representatives who choose to attend on <b>THURSDAY 19<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.</p> <p>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.</p> <p>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.</p>
<p>2.19</p> <p>2.19.1</p> <p>2.19.2</p>	<p><b>Clarification of tenders</b></p> <p>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.</p> <p>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.</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
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 securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
2.20.2	Arithmetical errors shall not be rectified or corrected. The tender price as read during tender opening shall remain final and absolute and shall not be corrected 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 tenderer.
2.20.4	Prior to the detailed evaluation, pursuant to paragraph 23, Teachers Service Commission will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Teachers Service Commission determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
2.20.5	If a tender is not substantially responsive, it will be rejected by Teachers Service Commission and may not subsequently be made responsive by the tenderer by correction of the nonconformity.
2.21	<p data-bbox="521 1602 1490 1654"><b>Conversion to a single currency</b></p> <p data-bbox="521 1654 1490 1885">Where other currencies are used, Teachers Service Commission will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.22	<p><b>Evaluation and comparison of tenders.</b></p>
2.22.1	<p>Teachers Service Commission will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20</p>
2.22.2	<p>The comparison shall be of the price including all costs as well as duties and taxes payable on the provision of the services.</p>
2.22.3	<p>Teachers Service Commission evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:</p> <ul style="list-style-type: none"> <li>a) operational plan proposed in the tender;</li> <li>b) deviations in payment schedule from that specified in the Special Conditions of Contract;</li> </ul>
2.22.4	<p>Pursuant to paragraph 22.3 the following evaluation methods will be applied:</p> <p>(a) <i>Operational Plan.</i></p> <p>Teachers Service Commission requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.</p> <p>(b) <i>Deviation in payment schedule.</i></p> <p>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.</p>
2.22.5	<p>The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.</p>
2.22.6	<p>To qualify for contract awards, the tenderer shall have the following: -</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	<p>a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.</p> <p>b) Legal capacity to enter into a contract for procurement</p> <p>c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing</p> <p>d) Shall not be debarred from participating in public procurement</p>
<p>2.23</p> <p>2.23.1</p> <p>2.23.2</p>	<p><b>Contacting Teachers Service Commission</b></p> <p>Subject to paragraph 2.19, no tenderer shall contact Teachers Service Commission on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.</p> <p>Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.</p>
<p>2.24</p> <p>2.24.1</p> <p>2.24.2</p> <p>2.24.3</p>	<p><b>Award of Contract</b></p> <p>a) <b>Post qualification</b></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 by conducting due diligence.</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 Teachers Service 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</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
<p>2.24.3</p> <p>2.24.4</p> <p>2.24.5</p>	<p>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 Teachers Service will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.</p> <p>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 on 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><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>2.26</p> <p>2.26.1</p>	<p><b>Signing of Contract</b></p> <p>At the same time as Teachers Service Commission notifies the successful tenderer that its tender has been accepted, Teachers</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.26.2	<p>Service Commission will simultaneously inform the other tenderers that their tenders have not been successful.</p> <p>Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Teachers Service Commission.</p>
2.26.3	<p>The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.</p>
2.27	
2.27.1	<p><b>Performance Security</b></p> <p>Within thirty (30) days of the receipt of notification of award from Teachers Service Commission, the successful tenderer shall furnish the performance security in the form of back guarantee from a recognized banking institution recognized by Central Bank of Kenya.</p>
2.27.2	<p>Failure of the successful tenderer to comply with the requirement of paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Commission may make the award to the next lowest evaluated or call for new tenders.</p> <p><i>N/B: No contract shall be signed before the submission of performance security.</i></p>
2.28	<p><b>Corrupt or Fraudulent Practices</b></p>
2.28.1	<p>Teachers Service Commission requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.</p>
2.28.2	<p>Teachers Service Commission will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p>
2.28.3	<p>Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.</p>

## SECTION III GENERAL CONDITIONS OF CONTRACT

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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 superseded by provisions of other part of contract.

### **3.3 Standards**

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

### **3.5 Patent Right’s**

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

### **3.6 Performance Security**

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

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

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

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

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

### **3.7 Inspections and Tests**

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

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

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

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

### **3.8 Payment**

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

### **3.9 Prices**

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

### **3.10 Assignment**

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

### **3.11 Termination for Default**

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

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

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

### **3.12 Termination of insolvency**

The procuring entity may at the 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 furnish Teachers Service Commission with Performance Security of 10% of the contract sum in form of a Bank Guarantee from a bank recognized by Central Bank of Kenya.</p>
3.8	<p>The method and conditions of payment will be made to the Contractor under this Contract shall be after sixty days after receipt 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 in 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> The Contractor shall not assign, in whole or in part, its obligations to perform under this contract, except with Teachers Service Commission’s prior written consent.</p>
3.11 3.11.1	<p><b>Termination for Default</b> Teachers Service Commission may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:</p> <p>a) if the Contractor fails to provide any or all of the services within the period of thirty (30) days, or within any extension thereof granted by Teachers Service Commission.</p>

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.11.2	<p>b) if the Contractor fails to perform any other obligation(s) under the Contract.</p> <p>c) if the contractor, in the judgment of Teachers Service Commission has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>In the event Teachers Service Commission terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to Teachers Service Commission for any excess costs for such similar services.</p>
3.12	<p><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>
3.13 3.13.1  3.13.2	<p><b>Termination for convenience</b></p> <p>Teachers Service Commission by written notice of 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 elect to cancel the services and pay to the contractor on agreed amount for partially completed services.</p>
3.14	<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</p>

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
	may sort for arbitration, a judicial remedy or any other procedure
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>

## PRELIMINARY EVALUATION

S/No.	<b>Mandatory Requirements</b>	Responsive or Not Responsive
MR1	Must Provide evidence of certificate of Registration/Incorporation	
MR2	Must Submit a copy of company Valid Tax Compliance certificate from Kenya Revenue Authority.	
MR3	Must Submit a valid certified copy of NSSF compliance certificate certified by NSSF or Commissioner of oaths.	
MR4	Must Submit a valid certified copy of NHIF compliance certificate certified by NHIF or Commissioner of oaths.	
MR5	Must fill, sign and stamp the Price Schedule in the format provided	
MR6	Must fill, sign and stamp the Form of Tender in the Format provided	
MR7	Must submit a dully filled up Confidential Business Questionnaire in format provided	
MR 8	Must provide a certified copy of certificate from Ministry of labor showing guards are not paid less than minimum gazetted wages.	
MR 9	Provide evidence that security guards on employment have undergone training as provided for under category 4,5 & 6 of National Industrial Training Authorities (NITA). <i>Attach evidence from NITA or copies of certificates.</i>	
MR 10	Attach valid copies of certificate of clearance (Good Conduct) from the Directorate of Criminal Investigations for at least 20 security guards currently on employment.	
MR 11	Must fill the Non- Debarment Statement in the Format Provided	
MR 12	Must fill the Non-corruption Pledge in the format provided	
MR 13	Provide tender security (bid bond) of Kshs. 200,000.00 from a reputable financial institution or insurance as per approved list of PPRA. The tender security must be valid for 150 days.	
MR 14	Provide a copy of CR12 from registrar of companies	
MR 15	Each page of the document must be paginated, signed and stamp. Provide two copies of the bid document-original and duplicate.	

MR16	Provide Valid registration and accreditation certificate of corporate membership from either Kenya Security Industry Association (KSIA), Protective Security Industry Association (PSIA), Protective & Safety Association of Kenya (PROSAK) or any other registered security association.	
MR17	Must provide license issued by Communications Authority	
MR18	Provide evidence of valid Insurance cover for group life and work injury benefit of Kshs.5,000,000.00 for security guards.	
MR 19	Must provide evidence of presence or offices in the following regions- Nyanza, Western, Coast, Central, Eastern, North Eastern and Rift Valley: <i>Attach valid business permit from each region.</i>	
MR 20	Must submit a valid business permit from County Government.	
MR 21	Must provide Litigation history for the last two (2) years signed and stamped by Commissioner of Oath	

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

## TECHNICAL EVALUATION CRITERIA

S/No.	EVALUATION CRITERIA	MARKS	SCORE
1	Company profile Provide detailed Organizational profile /Organizational Chart showing competencies of key personnel to be involved in this service and the number of years in operation	10	
2	Firms Experience in provision of security services. a) Provide at a list of five (5) corporate clients.(each 1 marks) b) Attach five contracts /LSOs/LPOs for the clients you have worked for @ 5 marks c) Attach reference/recommendation letters from the above five clients you have worked for. (each evidence 5 marks)	5 30	
3	Provide evidence of having employed at least forty (40) security guards at any given time. Attach a copy of payroll for the last four months (June, July, August, September 2020) for 4months- 5 marks for 3months -3 marks for 1 month - 1marks	5	
4	Key personnel – (At least two) Operation/security Manager/Security supervisor. i) Bachelor degree in Security Management, Social Science or any degree in security related field (5marks) ii) Diploma holder in Security Management, Social Science or any qualification in security related field (3marks) iii) Certificate holder in Security Management, Social Science or any qualification in security related field (2 marks) <b>Attach copies of certificates and resume</b>	10	
5	Provide a certified affidavit stating that no case is pending with Company from the Office Directorate of Public Prosecution or any government investigative agency against the proprietor /Firm/Partner or the company (service provider) and the service provider is not blacklisted.	10	
6	Evidence of relevant service equipment that can be used by the security company when discharging security functions in this assignment. 5@2mark	10	
7	<b>Financial capability</b> a) Must provide an Audited financial statements by a registered certified accountant by (ICPAK) for the last 2 years (2018/2019) b) Liquidity ratio of 2:1 = 5 Marks 1:1 =1 Marks Less than 1:1 = 0 c) Provide a bank statement for the last three months (July, August, September 2020) @5 marks	10	

8	<p>Attach trainer’s certificates for five (5) instructors/supervisors currently in the company’s employment @ 1 marks</p> <p>Provide evidence that the guards should have been trained in the following areas: @ 1 marks</p> <ul style="list-style-type: none"> <li>• Threat/risks Identification.</li> <li>• Emergency response and evacuation.</li> <li>• First Aid and Fire Fighting.</li> <li>• Customer service.</li> <li>• Alarm system</li> </ul> <p>Attach certificates for five guards</p>	10	
TOTAL		<b>100</b>	

**NB: After technical evaluation of the tenders, those tenders that shall not have attain a minimum pass marks of 75 shall be declared Non responsive and will be eliminated from the evaluation process and will therefore, not be considered for financial evaluation**

**Financial Evaluation**

During Financial Evaluation the Evaluation Committee shall consider the following;

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

## **SECTION V SCHEDULE OF REQUIREMENTS**

### **GENERAL**

The Teachers Service Commission (referred to as the client) intends to enter into a contract with the winning bidder (referred to as the Contractor) for the provision of security services as prescribed in the tender document. The commission requires the services from reputed, well established and financially sound Security Service Providers with long experience in providing Security services on contract basis.

### **CONTRACT PERIOD**

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

- i. The Contractor shall be expected to provide at least 52 security guards to serve at various TSC County offices and sub-counties office spread countrywide (referred to as the Clients premises) at any given time to provide day and night guarding services for 24 hours, seven (7) days a week (Monday to Sunday) throughout the contract period.
- ii. The contract period shall be determined during the contract signing. The contract for providing the aforesaid manpower is for a period of two years from the date of effectiveness of the contract subject to satisfactory performance. The commission, however, reserves the right to terminate this contract as provided in the termination clauses under appendix to instruction to tenderers.

### **SCOPE OF WORK**

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

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

### **GUARDS SERVICES TERM AND PERSONNEL**

The Contractor shall have adequate reserve guards for replacement on unsatisfactory performance, sickness, absence or any other reason. Guards engaged for services at Client's premises must be those on permanent employment. Emergency security backup guards shall be available within minimum time possible when need arise.

### **LIABILITY CONTRACT**

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

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

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

### **INDEMNITY**

The Contractor shall indemnify and keep indemnified The Commission, its servants and agents against loss, of or damage, of property or bodily injury sustained by its servants or agents or any of them by reason of any act omission or neglect of Contractor its servants or agents whilst performing their duties under this Agreement and against the dishonesty of its Security Officers whilst performing their duties hereunder AND THIS shall include subject to **the SCC**.

The Commission shall hold the Contractor, its agents or employees responsible for all claims, proceedings, damages, costs, expenses and losses arising as a result of Contractor's negligence.

### **CLAIMS**

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

## **LOGISTICS**

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

## **INSURANCE**

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

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

## **SIGN PLATES**

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

## **REQUIREMENTS TO BE MET BY GUARDS**

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

## **UNIFORM AND PROTECTIVE CLOTHING**

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

## **SECURITY EQUIPMENT**

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

## **TRAINING**

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

## **SUPERVISION**

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

## **INCIDENT REPORTING**

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

## **COMMUNICATIONS**

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

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

## **PROVISION OF STANDARD SERVICE**

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

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

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

## **NOTICE**

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

## **WAIVER**

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

## **SECTION VI – DESCRIPTION OF SERVICES SCOPE OF WORK**

The Commission desires to deploy private security guards to 24 TSC County offices and 2 Sub County offices country wide to provide guarding services on 24-hour basis. Each county and sub-county will require two security guards (one for day and one for night duties). The total number of security guards required shall be fifty-two (52). In addition the commission may require security guard's /security dogs on temporary basis as and when required.

The counties and sub-counties where the guards will be deployed are as listed below:

### **COUNTIES**

1. Mandera
2. Wajir
3. Garissa
4. Tana River
5. Lamu
6. Kilifi
7. Kwale
8. Meru
9. Tharaka Nithi
10. Embu
11. Kiambu
12. Nyandarua
13. Turkana
14. Uasin Gishu
15. Elgelyo Marakwet
16. Narok
17. Kajiado
18. Bomet

19. Bungoma
20. Siaya
21. Homa Bay
22. Migori
23. Nyamira
24. Muranga

#### **SUB-COUNTIES**

25. Malindi Sub County
26. Wundanyi Sub County

#### **DESCRIPTION OF SERVICE**

Teachers Service Commission wishes to procure security services on a framework contract for two years' subject to satisfactory performance which will be reviewed annually. The Security service provider is expected to uphold the highest standards of ethics and integrity especially on receiving and releasing of Commission assets/items. The scope of work will entail the following responsibilities;

- Attend to fire emergency situation/fire prevention, detection and control.
- provide competent guards who have skills to control crowd and managing public.
- Ensure security guards are trained on bomb threats, procedures and emergency drills
- Be able to control access during industrial disputes by Commission stake holders.
- The security company shall make arrangements and is responsible at their own cost for general transport requirements for all its personnel to and from the assignment.
- All persons employed and deployed to the Commission should be of legal age and have certificates of Good Conduct
- All guards must be fully equipped with the right tools of work that include but not limited to:
  - i) Peak caps/berets
  - ii) Whistles and lanyards
  - iii) Serviceable military boots
  - iv) Batons
  - v) Jersey khaki and Rain coats
  - vi) Clean and presentable uniforms

- vii) Identification badges
- viii) Hand held metal detectors

## **ADDITIONAL INFORMATION**

### Guarding services

The Contractor shall be expected to provide 24 hours' services. The Guards will be expected to work for a maximum of 12 hour shifts.

## **CONTRACTOR'S RESPONSIBILITIES**

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

- a) The Contractor is responsible for safeguarding and protecting the client's personnel, properties, materials and equipment from unauthorized use, loss, theft, trespassing, espionage and sabotage.
- b) While patrolling, to check all designated gates, doors and windows and if found unlocked or open notify the county director or his representative and close and lock gates, door and windows. Also turn off unnecessary lights and perform other security related activities necessary to meet overall security requirements
- c) They are to restrain any person who is found committing or intending to or suspected to have committed a cognizable offence. Should report to county director and nearest police station.
- d) They are to prevent the occurrence of fires by close observation of buildings, vehicles, electrical equipment and personnel to identify unsafe conditions, procedures or activities.
  - Detect fire and take appropriate action.
  - Alert the County Director or representative and Clear any obstruction to the firefighting equipment.
  - Correctly use the right firefighting equipment to extinguish the fire.
  - Raise the fire alarm to initiate an emergency response
  - Participate in periodic fire drills.
  - Pay attention to all water systems, gas and electrical installations to detect leakage or spillage, breakdown and wastage within its guarding sphere and to take immediate action in the interest of safety and security of the commission.
  - Take into custody all personal property found on the site and maintain a register of lost and found property containing all relevant details such as time, place and nature of the property as required.

- Control entry into and from various authorized entrances at commission premises and ensure no unauthorized persons gain access to the premises. This will include regulating human traffic by ensuring that large numbers of customers accessed respective service areas in an orderly manner.

e) Record all vehicles visiting the premises to collect or deliver materials as required to ensure that no Commission's property is taken from the premises without relevant authority or entry of suspicious equipment and materials. Should retain copy of authorizing documents.

f) Require the production of authorizations on any removal of the Commission property and property in custody of the commission.

g) Record all occurrences of security interest in a daily occurrence book and subsequently inform the commission.

h) Shall control personnel and vehicles entry to and from various authorized entrances at Client's premises and ensure no unauthorized persons or vehicles gain access to the premises.

This will include enforcement of badge/pass system to identify and control all Clients' employees, visitors and Contractor's to the guarded premises.

Regulate vehicle movement, parking of vehicles and storage of motorcycles and bicycles whilst on client's property.

Regulate human traffic in the County offices and ensure that large numbers of customers accessed respective service counters in an orderly manner without delay or disorder.

i) Guard client's premises against terrorism: -

Conduct thorough access controls into the Commission's premises, screen/search staff, visitors and vehicles using approved security equipment. Detect, deter and neutralize adversaries.

### **General conditions;**

Age of the Guards Aged between 21 and 45 years' old

Education Form four leavers with post-secondary training in security related field. Vetting

The successful contractor should have thorough knowledge of guards' background and must provide certificates of good conduct before the guards are posted. Provide curriculum Vitae before engagement of the guards.

## **UNIFORM**

Contractor should provide adequate and sufficient protective clothing (uniform), headgear and foot wear to all guards. They should report to Commission's premises while dress in uniform. Uniform must be of specified colour and should always be clean and in good state by adhering to private security regulations.

## **TRAINING**

Guards should have undergone training in primary security procedures, firefighting, and safety, first aid and customer service. Training on anti-terrorism and terrorism awareness is a must. Contractor should indicate whether the guards will regularly receive refresher training/courses to improve their security and safety skills.

## **ADEQUATE PERSONNEL**

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

## **SUPERVISION**

The guards should be effectively supervised on 24-hour basis by site contractor security officer in charge alongside branch manager.

## **INCIDENT REPORTING**

The Contractor should have in place adequate systems for reporting any incidents. Enquiries into incidents and traffic accidents occurring in Client's premises should be reported without delay to the Commission's Security manager /county director or his/her representative.

## **COMMUNICATIONS**

Contractor should ensure own communication links (mobile phones, radios etc.) to its main control room must be reliable and manned 24 hours. Emergency security backup guards should be available within minimum time possible when need arise.

## **METHODOLOGY**

Outline the deployment strategy showing number of hours each guard is assigned, supervision ratio. Provide a detailed procedure on how deployment will be done and tools utilized i.e. occurrence books, deployment sheets, Duty rostering methodology, Selection, recruitment and vetting policy, and Training and refresher schedules.

Provide a list and description of the kind of reports that will be prepared and shared with the commission including the frequency reporting.

## **SECTION VII- STANDARD FORMS**

### **Notes on standard forms**

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

## **SECTION VI - STANDARD FORMS**

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

**8.1 FORM OF TENDER**

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

The Commission Secretary,  
Teachers Service Commission  
PRIVATE BAG  
NAIROBI

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda

Nos..... *[insert numbers]*,

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

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

in conformity with the said tender documents for the sum of

.....

.....

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

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

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

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

We agree to abide by this Tender for a period of .....*[number]* days from the date  
fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon  
us and may be accepted at any time before the expiration of that period.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

*[signature]*

*[In the capacity of]*

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

**8.2 PRICE SCHEDULE OF SERVICES**

**NAME OF TENDER: PROVISION OF SECURITY SERVICES AT 24 TSC COUNTY OFFICES AND 2 SUB COUNTIES.**

**TENDER NUMBER: TSC/T/021/2020-2021**

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

Description	Cost per Guard per month inclusive of VAT (KSHS)	Total Amount for 52 Guards per month inclusive of VAT (KSHS)	Total Amount for 52 Guards per year inclusive of VAT (KSHS) YEAR 1	Total Amount for 52 Guards per year inclusive of VAT (KSHS) YEAR 2
Provision of 24 hour Guarding Services:				
TOTAL AMOUNT FOR 52 GUARDS FOR YEAR 1 AND YEAR 2				

***N/B: The total amount for year 1 and year 2 should be transferred to the form of tender as the contract price.***

Payment will be made Monthly within 30 days upon receipt of Invoice(s).

Name of Tenderer .....

Signature of Tenderer: .....

Rubber Stamp of tenderer: .....

**8.3 CONTRACT FORM**

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Tender Form and the Price Schedule submitted by the tenderer;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Procuring entity’s Notification of Award.

In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract

The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.

## 8.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<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: 35%;">Citizenship details</th> <th style="width: 20%;">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: 35%;">Citizenship details</th> <th style="width: 20%;">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.....																				

**8.5 TENDER SECURITY FORM**

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

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

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

## 8.6 TENDER SECURING DECLARATION FORM

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

Date: .....

Tender No. TSC/T/021/2020-2021

To: The Secretary

Teachers Service Commission

P.O. Box Private Bag-00100

Nairobi

I/We the Undersigned declare that

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

Signed:.....

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

Name: .....

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

Dated on ..... day of ....., ..... [Insert date of signing]

Seal or stamp

**8.7 PERFORMANCE SECURITY FORM**

To:

.....  
[name of the Procuring entity]

WHEREAS.....[name of tenderer]  
(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract  
No. \_\_\_\_\_[reference number of the contract] dated \_\_\_\_\_20\_\_\_\_to  
supply.....  
[Description services](Hereinafter called “the contract”)

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

AND WHEREAS we have agreed to give the tenderer a guarantee:  
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf  
of the tenderer, up to a total of .....

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

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

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

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

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

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

\_\_\_\_\_  
*[date]*  
*(Amend accordingly if provided by Insurance Company)*

**8.8 BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....

[name of tender].....

Gentlemen and/or Ladies:

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

.....

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

of .....

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

We,the .....

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

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

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

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

## 8.9 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

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

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

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

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

Tender Name\_\_

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

\_\_\_\_\_

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

The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)*\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**8.10 NON-DEBARMENT STATEMENT**

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

## 8.11 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.....

**8.12 FORM RB 1**

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

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

BETWEEN

.....APPLICANT

AND

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

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

---

**FOR OFFICIAL USE ONLY**

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

**SIGNED**  
**Board Secretary**