

TEACHERS SERVICE COMMISSION



TENDER DOCUMENT FOR SUPPLY AND DELIVERY OF VARIOUS COMPUTING EQUIPMENT AND ACCESSORIES

RESERVED FOR YOUTH ONLY

TSC/T/ 019/2020-2021

**Teachers Service Commission
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THE CLOSING DATE: THURSDAY, 3RD DECEMBER, 2020 AT 9.00 AM

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SECTION I INVITATION TO TENDER

TENDER REF NO. TSC/T/ 019/2020-2021
TENDER NAME SUPPLY AND DELIVERY OF VARIOUS COMPUTING EQUIPMENT AND ACCESSORIES

1. The Teachers Service Commission invites sealed tenders from eligible candidates for invites sealed bids from eligible candidates for supply and delivery of various computing equipment and accessories
2. Interested bidders may obtain further information from and inspect the tender documents at the Procurement office, Teachers Service Commission House, 2nd Floor, Podium Wing during normal working hours.
3. A complete set of tender document may be obtained by interested candidates upon payment of a non- refundable fee of Kshs.1, 000.00 Payable to the Teachers Service Commission at National Bank of Kenya Account No. 01001000905000, Harambee Avenue Branch or Bankers Cheque and present the bank slip to TSC Cash office for official receipt thereafter, attach a copy of the receipt to the Tender Document. Alternatively, the document may be downloaded for free from www.tsc.go.ke or www.tenders.go.ke.
4. Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at the **TSC House, Podium Wing, Third Floor**, or be addressed and posted to The **Secretary, Teachers Service Commission, Private Bag-00100, Nairobi** to be received on or before **Thursday 3rd December, 2020 at 9.00 am**
5. Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and must be valid for 150 days.
6. Bidders are advised to take Note that the guidelines issued by the Ministry of Health on the measures to stop the spread of Covid 19 and the subsequent additional guidelines on Circular No. 02/2020, REF: PPRA/6/5 Vol. 1 (1) of 27th March 2020 issued by the PPRA in respect of handling of procurement proceedings shall be applied for any tender processed by the Commission henceforth until advised otherwise.
7. The tender will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend and the opening will be in accordance with the provisions of the above guidelines at Teachers Service Commission House, 3rd Floor Podium. **One Firm Representative Will Be Allowed to Attend Tender Opening** However, the opening minutes will be circulated to all tenderers who applied. Kindly ensure you provide an updated email address. Other information on this tender may be obtained from the Tender Document
8. This Tender is divided in to **LOTS** and bidders are advised to submit the bids in **DIFFERENT ENVELOPES PER LOT**. The Bidders are expected to submit an envelope for each Lot addressed with The Tender Name, Tender Number and Lot Number.
9. **PLEASE DO NOT MIX DIFFERENT LOTS IN ONE ENVELOP**

COMMISSION SECRETARY/CHIEF EXECUTIVE

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 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.
- 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 goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 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.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs. 5,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Technical Specifications
 - (vii) Tender Form and Price Schedules
 - (viii) Tender Security Form
 - (ix) Contract Form
 - (x) Performance Security Form
 - (xi) Bank Guarantee for Advance Payment Form
 - (xii) Manufacturer's Authorization Form
 - (xiii) Confidential Business Questionnaire
- 2.4.2 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.

2.5 **Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of 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 that have received the tender document.

2.5.2 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.

2.6 **Amendment of Documents**

2.6.1 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 amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 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.

2.7 **Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that 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.

2.8 **Documents Comprising of Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 **Tender Forms**

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 **Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

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

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security [TO FILL TENDER SECURING DECLARATION]

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer’s tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 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 2.27
- or
- (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the 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 non-responsive.
- 2.15.2 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 2.14 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.

2.16 Format and Signing of Tender

- 2.16.1 The Procuring entity 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.
- 2.16.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 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.

2.17 Sealing and Marking of Tenders

- 2.17.1 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.
- 2.17.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
 - (b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **Thursday 3rd December, 2020 at 9.00 am**
- 2.17.3 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”.
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than (**Thursday 3rd December, 2020 at 9.00 am**)
- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 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 2.14.7
- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 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.

2.20 Opening of Tenders

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, at **Thursday 3rd December, 2020 at 9.00 am** and in the location specified in the Invitation to Tender.

The tenderers’ representatives who are present shall sign a register evidencing their attendance.

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

2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

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

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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.

2.22.5 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 non-conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

2.25 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

- 2.26.2 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 Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 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.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.27.3 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

- 2.27.4 The Procuring entity will award the contract to the successful tenderer(s) 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.

(c) Procuring entity's Right to Vary quantities

- 2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) Procuring entity's Right to Accept or Reject Any or All Tenders

- 2.27.6 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

2.28 Notification of Award

- 2.28.1 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.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

- 2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

- 2.30.1 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.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 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 Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- 2.31.2 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.
- 2.31.3 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 regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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

| I.T.T REF | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS |
|--------------|---|
| 2.1.1 | <p>Eligibility This tender is RESERVED FOR THE YOUTH ONLY who meets all the requirements as prescribed in the tender document.</p> |
| 2.1.2 | <p>The Teachers Service Commission employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.</p> |
| 2.1.3 | <p>Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Teachers Service Commission to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.</p> |
| 2.1.4 | <p>Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices</p> |
| 2.2 | <p>Eligible Goods</p> |
| 2.2.1 | <p>All goods to be supplied under the contract shall have their country of origin declared.</p> |
| 2.2.2 | <p>For purposes of this clause, “origin” means the place where the goods are manufactured, assembled, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components</p> |
| 2.2.3 | <p>The origin of goods is distinct from the nationality of the tenderer.</p> |
| 2.3 | <p>Cost of Tendering</p> |
| 2.3.1 | <p>The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Teachers Service Commission, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process. Tenderers shall ensure that their bid documents are appropriately deposited in the right tender box as described in the instruction to tenderers. The Commission shall not be liable for any wrong address of the tender document.</p> |
| 2.3.2 | <p>The price to be charged for the tender document shall be Kshs. 1,000 payables to the Teachers Service Commission at National Bank of Kenya Account No. 01001000905000, Harambee Avenue Branch or Bankers 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 or www.tenders.go.ke</p> |
| 2.4 | <p>The Tender Document</p> |
| 2.4.1 | <p>The tender document comprises the documents listed below and any addenda which may be issued.</p> <ul style="list-style-type: none"> (i) Invitation to Tender (ii) Instructions to tenderers (iii) General Conditions of Contract (iv) Special Conditions of Contract (v) Schedule of requirements (vi) Technical Specifications (vii) Tender Form and Price Schedules (viii) Tender Securing Declaration Form (xi) Contract Form (x) Bank Guarantee for Advance Payment Form (xi) Confidential Business Questionnaire. |
| 2.4.2 | <p>The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender</p> |
| 2.5 | <p>Clarification of Documents</p> |
| 2.5.1 | <p>A prospective tenderer requiring any clarification of the tender document may notify the Teachers Service Commission by email address: ddprocurement@tsc.go.ke Attn. Deputy Director SCMS or Posted to The Secretary Teachers Service Commission Private Bag - 00100 Nairobi.</p> |

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| 2.5.2 | <p>All requests for clarification should reach the Commission seven (7) days from the date of the tender advertisement to allow enough time for response.</p> <p>Teachers service Commission will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders. Written copies of the Commission response (including an explanation of the query but without disclosing the source of inquiry) will be sent to all prospective tenderers that have received the tender document.</p> <p>The Teachers Service Commission 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.</p> |
| 2.6 | <p>Amendment of Documents</p> <p>2.6.1 At any time prior to the deadline for submission of tenders, the 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 amendment.</p> <p>2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment via an addendum published in Teachers Service Commission website www.tsc.go.ke and through print media in widely circulating two local dailies.</p> <p>2.6.3 In order to allow prospective tenderers reasonable time in which to consider the amendment in preparing their tenders, the Commission, at its discretion, may extend the deadline for the submission of tenders.</p> |
| 2.7 2.7.1 | <p>Language of Tender</p> <p>2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the 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> |
| 2.8 2.8.1 | <p>Documents Comprising the Tender</p> <p>2.8.1 All bidders applying for this tender shall fill, sign and stamp the following attached mandatory forms in the formats provided:</p> <ul style="list-style-type: none"> a) Form of Tender b) Price Schedule c) Confidential Business Questionnaire d) Integrity Declaration form e) Non-debarment statement f) Tender Securing Declaration form g) PRESIDENTIAL EXECUTIVE ORDER NO. 2 OF 2018 FORM in the format provided. h) Any other document required at preliminary and technical evaluation |
| 2.9 2.9.1 | <p>Tender Forms</p> <p>2.9.1 The tenderer shall complete the Tender Form by transferring the total tender price from the Price Schedule indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices. The tender form and price schedule shall be filled in the format provided in the tender document. Any discrepancy between the form of tender and price schedule shall lead to automatic disqualification.</p> |
| 2.10 2.10.1 2.10.2 2.10.3 2.10.4 | <p>Tender Prices</p> <p>2.10.1 The tenderer shall indicate on the Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.</p> <p>2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the Teachers Service Commission.</p> <p>2.10.3 Prices quoted by the tenderer shall be fixed and remain valid during the contract implementation and performance period and not shall not be subjected to variation. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.</p> <p>2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender and may be extended for another 30 days.</p> |

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| 2.11 2.11.1 | <p>Tender Currencies Prices shall be quoted in Kenya Shillings.</p> |
| 2.12 2.12.1 2.12.2 2.12.3 | <p>Tenderers Eligibility and Qualifications Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderer’s eligibility to tender and its qualifications to perform the contract if its tender is accepted.</p> <p>The documentary evidence of the tenderer’s eligibility to tender shall form part of the basic information to the Teachers Service Commission to be satisfied that the tenderer, at the time of submission of its tender, has met all the requirements defined under paragraph 2.1</p> <p>The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be confirmed by the Teachers Service Commission’s satisfaction;</p> <ul style="list-style-type: none"> (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods’ Manufacturer or producer to supply the goods. (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract; (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya the obligations prescribed in the Conditions of Contract and/or Technical Specifications. |
| 2.13 2.13.1 2.13.2 2.13.3 2.13.4 | <p>Goods Eligibility and Conformity to Tender Documents Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents provide evidence to demonstrate his/her the eligibility and conformity to the tender documents of all goods which are proposed to be supplied under the contract.</p> <p>The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.</p> <p>The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> a) a detailed description of the essential technical and performance characteristic of the goods; b) a list giving full particulars, including available source and current prices of the items, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Teachers Service Commission; and c) a clause-by-clause commentary on the Teachers Service Commission’s Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications. <p>For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Commission in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Commission that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.</p> |
| 2.14 | The tenderer shall fill the Tender Securing Declaration form attached |
| 2.15 2.15.1 2.15.2 | <p>Validity of Tenders Tenders shall remain valid for 120 days. A tender valid for a shorter period shall be rejected by the Teachers Service Commission as non-responsive.</p> <p>In exceptional circumstances, the Commission may solicit the Tenderer’s consent to an extension of the tender validity period. The request and the responses thereto shall be made in writing. The tender validity period can only be extended once for a maximum of 30 days And during the extended validity period tenderers shall not be required nor permitted to modify their tender documents.</p> |

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| 2.16 | <p>Format and Signing of Tender</p> <p>2.16.1 The tenderers shall prepare two copies of the tender document, clearly marked “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate for each LOT. In the event of any discrepancy between them, the original shall govern.</p> <p><i>Bidders Are Advised to Provide Different Envelope for Each Lot. Each Lot Shall Be Evaluated Separately and awarded differently. Tenders shall be awarded to the lowest bidders of each item.</i></p> <p>2.16.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender document shall be initialed by the person or persons signing the tender.</p> <p>2.16.3 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.</p> |
| 2.17 | <p>Sealing and Marking of Tenders</p> <p>2.17.1 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.</p> <p>2.17.2 The inner and outer envelopes shall:</p> <p style="padding-left: 40px;">a) be addressed to The Secretary Teachers Service Commission, The Commission Secretary Teachers Service Commission P.O Box Private Bag Nairobi.</p> <p style="padding-left: 40px;">b) Bear, tender number TSC/T/19/2020-2021, name, SUPPLY AND DELIVERY OF VARIOUS COMPUTING EQUIPEPMENT AND ACCESSORIES, LOT Number and the words: “DO NOT OPEN BEFORE Thursday 3rd December, 2020 at 9.00 am and be addressed to The Secretary Teachers Service Commission P.O BOX Private Bag -00100 Nairobi.</p> <p>2.17.3 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”.</p> <p>2.17.4 If the outer envelope is not sealed and marked as required in the paragraph 2.17.2, the Commission will assume no responsibility for the tender’s misplacement or premature opening.</p> <p><i>NB: Bidders Are Advised to Submit Different Bids for Each Lot Participated for. Each Lot Should have Its Own Envelope Addressed as Instructed. The Outer Envelope Should Read the Tender Name, Tender Number and Lot Number. Mixed up of lots may lead to disqualification.</i></p> |
| 2.18 | <p>Deadline for Submission of Tenders</p> <p>2.18.1 Tenders must be received by Teachers Service Commission addressed to The Secretary Teachers Service Commission P.O Box Private Bag-00100 Nairobi not later than Thursday 3rd December, 2020 at 9.00 am The tenders must be deposited at the tender box located at TSC House Third Floor Podium Wing.</p> <p>N/B: The Teachers Service Commission shall not be liable for tenders which have been misplaced due wrong address or depositing the tender document into wrong tender box. Tenderers are advised to be keen on the instruction to tenderers on the submission of tenders.</p> <p>2.18.2 The Teachers Service Commission may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Commission and candidates previously subject to the deadline will therefore be subject to the deadline as extended.</p> |
| 2.19 | <p>Modification and Withdrawal of Tenders</p> <p>2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is</p> |

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| 2.19.2 | <p>received by the Teachers Service Commission prior to the deadline Thursday 3rd December, 2020 at 9.00 am</p> <p>The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. 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.</p> |
| 2.19.3 | <p>No tender may be modified after Wednesday Thursday 3rd December, 2020 at 9.00 am</p> |
| 2.19.4 | <p>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 2.14.7</p> |
| 2.19.5 | <p>The Teachers Service Commission may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination. The termination shall be as per Section 63 of the Public Procurement and Asset Disposal Act 2015.</p> |
| 2.19.6 | <p>The 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.</p> |
| 2.20 | <p>Opening of Tenders</p> |
| 2.20.1 | <p>The Teachers Service Commission will open all tenders in the presence of tenderers' representatives who choose to attend, on Thursday 3rd December, 2020 at 9.00 am. at TSC House Third Floor Podium Wing. The tenderers' representatives who are present shall sign a register evidencing their attendance. They are advised to take Note that the guidelines issued by the Ministry of Health on the measures to stop the spread of Covid 19 and the subsequent additional guidelines on Circular No. 02/2020, REF: PPRA/6/5 Vol. 1 (1) of 27th March 2020 issued by the PPRA in respect of handling of procurement proceedings shall be applied.</p> |
| 2.20.2 | <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. The Teachers Service Commission will prepare minutes of the tender opening.</p> |
| 2.21 | <p>Clarification of Tenders</p> |
| 2.21.1 | <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 of the tender shall be sought, offered, or permitted.</p> |
| 2.21.2 | <p>Any effort by the tenderer to influence the Teachers Service Commission in the Teachers Service Commission's tender evaluation, tender comparison or contract award decisions shall result in the rejection of the tenderers' tender.</p> |
| 2.22 | <p>Preliminary Examination</p> |
| 2.22.1 | <p>The Teachers Service Commission will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.</p> |
| 2.22.2 | <p>Arithmetical errors shall not be corrected. If there is a discrepancy between words and figures or wrong additions, that tender shall be disqualified. The quoted prices as read during the tender opening shall remain absolute and final and no any other correction on prices shall be allowed whatsoever by anybody.</p> |
| 2.22.3 | <p>The Teachers Service Commission may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.</p> |
| 2.22.4 | <p>Prior to the detailed evaluation, pursuant to paragraph 2.23 the 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. The Teachers Service Commission's determination of a tender's responsiveness is to be based on the</p> |

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| 2.22.5 | <p>contents of the tender itself without recourse to extrinsic evidence and documentary evidence provided by the tenderer.</p> <p>If a tender is not substantially responsive, it will be rejected by the Teachers Service Commission and may not subsequently be made responsive by correction of the non-conformity by anybody whatsoever.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <p>Tender Award The Teachers Service Commission will award the contract to the successful tenderer(s) 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> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.23 | <p>Conversion to Single Currency</p> <p>where other currencies are used, Teachers Service Commission will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.24 | <p>Evaluation and Comparison of Tenders Evaluation Criteria Preliminary Requirements (Mandatory Requirements)</p> <table border="1" data-bbox="373 775 1375 2047"> <thead> <tr> <th data-bbox="373 775 485 920">No.</th> <th data-bbox="485 775 1219 920">Requirements</th> <th data-bbox="1219 775 1375 920">Bidder's Response Yes/No</th> </tr> </thead> <tbody> <tr> <td data-bbox="373 920 485 972">MR1</td> <td data-bbox="485 920 1219 972">Must Submit a copy of certificate of Registration/Incorporation</td> <td data-bbox="1219 920 1375 972"></td> </tr> <tr> <td data-bbox="373 972 485 1095">MR2</td> <td data-bbox="485 972 1219 1095">Must provide a Valid copy of certificate of Access to Government Procurement Opportunities (AGPO) under the category YOUTH</td> <td data-bbox="1219 972 1375 1095"></td> </tr> <tr> <td data-bbox="373 1095 485 1341">MR3</td> <td data-bbox="485 1095 1219 1341"> <p>Must Submit valid copy of Tax Compliance Certificate/Exemption Certificate; valid up to the date of tender closing.</p> <p>For tenderers whose TCC or Exception Certificates expires on the date of Tender closing date, attach a paid-up renewal receipt from KRA.</p> </td> <td data-bbox="1219 1095 1375 1341"></td> </tr> <tr> <td data-bbox="373 1341 485 1429">MR4</td> <td data-bbox="485 1341 1219 1429">Must submit copy of Valid business license permit from county Government</td> <td data-bbox="1219 1341 1375 1429"></td> </tr> <tr> <td data-bbox="373 1429 485 1538">MR5</td> <td data-bbox="485 1429 1219 1538">Must fill, sign and stamp the attached Non-Debarment form in the format provided.</td> <td data-bbox="1219 1429 1375 1538"></td> </tr> <tr> <td data-bbox="373 1538 485 1626">MR6</td> <td data-bbox="485 1538 1219 1626">Must fill, sign and stamp the attached Integrity Form in the format provided.</td> <td data-bbox="1219 1538 1375 1626"></td> </tr> <tr> <td data-bbox="373 1626 485 1783">MR7</td> <td data-bbox="485 1626 1219 1783">Must Fill up, signed and stamped the Form of Tender in the Format provided ANY DISCREPANCY BETWEEN THE FORM OF TENDER AND PRICE SCHEDULE SHALL LEAD TO DISQUALIFICATION.</td> <td data-bbox="1219 1626 1375 1783"></td> </tr> <tr> <td data-bbox="373 1783 485 1870">MR8</td> <td data-bbox="485 1783 1219 1870">Must fill, sign and stamp tender securing declaration form in the format provided.</td> <td data-bbox="1219 1783 1375 1870"></td> </tr> <tr> <td data-bbox="373 1870 485 1957">MR9</td> <td data-bbox="485 1870 1219 1957">Must fill, sign and stamp provide duly filled Confidential Business Questionnaire</td> <td data-bbox="1219 1870 1375 1957"></td> </tr> <tr> <td data-bbox="373 1957 485 2047">MR10</td> <td data-bbox="485 1957 1219 2047">Must Fill, Sign and stamp the Price Schedule in the format provided</td> <td data-bbox="1219 1957 1375 2047"></td> </tr> </tbody> </table> | | | No. | Requirements | Bidder's Response Yes/No | MR1 | Must Submit a copy of certificate of Registration/Incorporation | | MR2 | Must provide a Valid copy of certificate of Access to Government Procurement Opportunities (AGPO) under the category YOUTH | | MR3 | <p>Must Submit valid copy of Tax Compliance Certificate/Exemption Certificate; valid up to the date of tender closing.</p> <p>For tenderers whose TCC or Exception Certificates expires on the date of Tender closing date, attach a paid-up renewal receipt from KRA.</p> | | MR4 | Must submit copy of Valid business license permit from county Government | | MR5 | Must fill, sign and stamp the attached Non-Debarment form in the format provided. | | MR6 | Must fill, sign and stamp the attached Integrity Form in the format provided. | | MR7 | Must Fill up, signed and stamped the Form of Tender in the Format provided ANY DISCREPANCY BETWEEN THE FORM OF TENDER AND PRICE SCHEDULE SHALL LEAD TO DISQUALIFICATION. | | MR8 | Must fill, sign and stamp tender securing declaration form in the format provided. | | MR9 | Must fill, sign and stamp provide duly filled Confidential Business Questionnaire | | MR10 | Must Fill, Sign and stamp the Price Schedule in the format provided | |
| No. | Requirements | Bidder's Response Yes/No | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| MR4 | Must submit copy of Valid business license permit from county Government | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MR5 | Must fill, sign and stamp the attached Non-Debarment form in the format provided. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MR6 | Must fill, sign and stamp the attached Integrity Form in the format provided. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MR7 | Must Fill up, signed and stamped the Form of Tender in the Format provided ANY DISCREPANCY BETWEEN THE FORM OF TENDER AND PRICE SCHEDULE SHALL LEAD TO DISQUALIFICATION. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MR8 | Must fill, sign and stamp tender securing declaration form in the format provided. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MR9 | Must fill, sign and stamp provide duly filled Confidential Business Questionnaire | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MR10 | Must Fill, Sign and stamp the Price Schedule in the format provided | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| | MR11 | Copy of CR 12 certificate from registrar of companies for the limited companies OR a copy of National identification card for Sole proprietorship. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | MR 12 | PRESIDENTIAL EXECUTIVE ORDER NO. 2 OF 2018 FORM in the attached format | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <p><i>Note: After preliminary evaluation of the tenders, those tenders that shall not have fulfilled the above requirements shall be declared Non responsive and will be eliminated from the evaluation process and will therefore, not be considered further</i></p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <p>Technical Evaluation Criteria</p> <table border="1"> <thead> <tr> <th>Evaluation Attribute</th> <th>Detailed attributes</th> <th>Max.</th> <th>BIDDERS SCORE</th> </tr> </thead> <tbody> <tr> <td>Firm's profile</td> <td>Provide recommendation letters from at least 5 corporate clients which the company has offered a similar nature of supply and delivery of various computing equipment and accessories Each client@6mks=30</td> <td>30</td> <td></td> </tr> <tr> <td>Organization Profile</td> <td>Must provide a company profile outlining the mission, vision objectives, the number of staff, and the type of supplies undertaken.</td> <td>5</td> <td></td> </tr> <tr> <td>Financial Capacity</td> <td>Must provide a bank statement for the last five months from a reputable bank operating in Kenya. (June to October 2020 each month @ 4 marks-max 20mks</td> <td>20</td> <td></td> </tr> <tr> <td>Commitment to supply</td> <td>Must Provide a written commitment letter to supply the required items within the specified time.</td> <td>20</td> <td></td> </tr> <tr> <td>Physical Location</td> <td>Must attach evidence of physical location in form of Title Deed or Lease Agreement or Utility bills</td> <td>25</td> <td></td> </tr> <tr> <td colspan="2">TOTAL</td> <td>100</td> <td></td> </tr> </tbody> </table> | | | Evaluation Attribute | Detailed attributes | Max. | BIDDERS SCORE | Firm's profile | Provide recommendation letters from at least 5 corporate clients which the company has offered a similar nature of supply and delivery of various computing equipment and accessories Each client@6mks=30 | 30 | | Organization Profile | Must provide a company profile outlining the mission, vision objectives, the number of staff, and the type of supplies undertaken. | 5 | | Financial Capacity | Must provide a bank statement for the last five months from a reputable bank operating in Kenya. (June to October 2020 each month @ 4 marks-max 20mks | 20 | | Commitment to supply | Must Provide a written commitment letter to supply the required items within the specified time. | 20 | | Physical Location | Must attach evidence of physical location in form of Title Deed or Lease Agreement or Utility bills | 25 | | TOTAL | | 100 | |
| Evaluation Attribute | Detailed attributes | Max. | BIDDERS SCORE | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| TOTAL | | 100 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.24.1 | <p><i>NB: After technical evaluation of the tenders, those tenders that shall not have attain a minimum score of 75 shall be declared Non responsive and will be eliminated from the evaluation process and will therefore, not be considered for financial evaluation.</i></p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.24.2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.24.3 | <p>Teachers Service Commission will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22</p> <p>The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.</p> <p>A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.25 | <p>Preference Preference where allowed in the evaluation of tenders shall not exceed 15%</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.26 | <p>Contacting the Procuring entity</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.26.1 | <p>Subject to paragraph 2.21 no tenderer shall contact Teachers Service Commission on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.26.2 | <p>Any effort by a tenderer to influence Teachers Service Commission in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| I.T.T REF | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS |
|----------------------|---|
| 2.27 | <p>Award of Contract</p> <p>a) Post-qualification</p> <p>2.27.1 Teachers Service Commission will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily by conducting due diligence.</p> <p>2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Teachers Service Commission deems necessary and appropriate.</p> <p>2.27.3 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 Teachers Service Commission will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.</p> <p>b) Award Criteria</p> <p>2.27.4 The Teachers Service Commission will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.</p> <p>2.27.5 c) Teachers Service Commission's Right to Vary quantities</p> <p>The Teachers Service Commission reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions</p> <p>2.27.6 d) Teachers Service Commission's Right to Accept or Reject Any or All Tenders</p> <p>The Teachers Service Commission reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Teachers Service Commission's action</p> |
| 2.28 | <p>Notification of Award</p> <p>2.28.1 Prior to the expiration of the period of tender validity, the Teachers Service Commission will notify the successful tenderer in writing that its tender has been accepted.</p> <p>2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties</p> <p>2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Teachers Service Commission will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14</p> |
| 2.29 | <p>Signing of Contract</p> <p>2.29.1 At the same time as the Teachers Service Commission notifies the successful tenderer that its tender has been accepted, the Teachers Service Commission will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.</p> <p>2.29.2 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> <p>2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Teachers Service Commission.</p> |

| I.T.T REF | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS |
|--------------|---|
| 2.31 | Corrupt or Fraudulent Practices |
| 2.31.1 | <p>The Teachers Service Commission requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;</p> <p>(iii) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(iv) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Teachers Service Commission, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Teachers Service Commission of the benefits of free and open competition;</p> |
| 2.31.2 | The Teachers Service Commission will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. |
| 2.31.3 | Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya. |

Financial Evaluation

During Financial Evaluation the Evaluation Committee shall consider the following;

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

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 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 Goods or any part thereof in the Procuring entity's country

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 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.

- 3.7.3 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.7.4 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 obligations under the Contract, including any warranty obligations, under the Contract
- 3.8 Inspection and Tests**
- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods 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.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.
- 3.9 Packing**
- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract
- 3.10 Delivery and Documents**
- 3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract
- 3.11 Insurance**
- 3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.
- 3.12 Payment**
- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
- 3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract
- 3.13 Prices**
- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

- 3.14.1 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

3.15 Subcontracts

- 3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

- 3.16.1 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 deliver any or all of the goods 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

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

3.17 Liquidated Damages

- 3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

- 3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

- 3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

- 3.20.1 The tenderer 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.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2. Special conditions of contract as relates to the GCC

| REFERENC OF GCC | SPECIAL CONDITIONS OF CONTRACT |
|--------------------|--|
| 3.1 | Definitions |
| 3.1.1 | In this Contract, the following terms shall be interpreted as indicated: (a) "The Contract" means the agreement entered into between Teachers Service Commission 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 Goods" means computing equipment or accessories which the tenderer is required to supply to Teachers Service Commission under the Contract. (d) "The Procuring entity" means Teachers Service Commission. (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract. |
| 3.2 | Application |
| 3.2.1 | These General Conditions shall apply in all Contracts made by the Teachers Service Commission for the procurement of supply and delivery of various computing equipment and accessories |
| 3.3 | Country of Origin |
| 3.3.1 | For purposes of this clause, "Origin" means the place where the Goods were Manufactured. The origin of Goods and Services is distinct from the nationality of the tenderer |
| 3.4 | Standards The Goods supplied under this Contract shall conform to the standards provided by Kenya Bureau Standards and the Technical Specifications |
| 3.5.1 | The tenderer shall not, without the Commission's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, pattern, sample, or information furnished by or on behalf of the Teachers Service Commission in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract. |
| 3.6 | Patent Rights |
| 3.6.1 | The tenderer shall indemnify the Commission against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Kenya. |
| 3.7 | Performance Security The tenderer shall not provide Performance Security. |
| 3.8 | Inspection and Tests |
| 3.8.1 | The Teachers Service Commission or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Commission shall conduct the inspection and testing in the presence of the supplier. |
| 3.8.2 | The inspections and testing shall be conducted at the TSC Headquarters Building and all reasonable facilities and assistance, including demonstration to the production data, shall be furnished to the inspectors at no charge to the Teachers Service Commission. |
| 3.8.3 | Should any inspected or tested goods fail to conform to the Specifications, the Teachers Service Commission may reject the goods, and the tenderer shall either replace the rejected |

| REFERENC OF GCC | SPECIAL CONDITIONS OF CONTRACT |
|--|---|
| 3.8.4 3.8.5 | <p>goods alterations necessary to make specification requirements free of costs to the Teachers Service Commission.</p> <p>The Teachers Service Commission's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Teachers Service Commission or its representative prior to the equipment delivery.</p> <p>Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.</p> |
| 3.9 3.9.1 3.9.2 | <p>Packing</p> <p>The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.</p> <p>The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract</p> |
| 3.10 | <p>Delivery and Documents</p> <p>Goods shall be delivered at Teachers service Commission Headquarter in working days between 9.00 am to 4.00 pm and shall be based on issuance of order as and when need arises.</p> |
| 3.11 3.11 | <p>Insurance</p> <p>The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner as may be deemed fit by the successful tenderer.</p> |
| 3.12 3.12.1 | <p>Payments</p> <p>Payments shall be done after 60days of delivery and receipt of the invoice. All payments shall be subjected by the availability of funds from the exchequer</p> |
| 3.13 3.13.1 | <p>Price Variations</p> <p>There shall be no price variation for contracts not exceeding one year.</p> |
| 3.14 3.14.1 | <p>Assignments</p> <p>The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Teachers Service Commission's prior written consent</p> |
| 3.15.1 | <p>The tenderer shall notify the Teachers Service Commission in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract</p> |
| 3.16 3.16.1 3.16.2 | <p>Termination for default</p> <p>The Teachers Service Commission may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part</p> <ul style="list-style-type: none"> (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Teachers Service Commission (b) if the tenderer fails to perform any other obligation(s) under the Contract (c) if the tenderer, in the judgment of the Teachers Service Commission has engaged in corrupt or fraudulent practices in competing for or in executing the Contract (d) The Commission shall give a notice of 30 days (one month) notice of termination to the contractor. <p>In the event the 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, equipment similar to those undelivered, and the tenderer shall be liable to the Teachers Service Commission for continuous supply of the items until the end of notice of termination.</p> |

| REFERENC OF GCC | SPECIAL CONDITIONS OF CONTRACT |
|--------------------|---|
| | <p>Termination for insolvency Teachers Service Commission may at any time terminate the contract by giving 90 days (three months) written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Commission.</p> |
| | <p>Termination for convenience Teachers Service Commission by written notice of 30 days (one month) sent to the Contractor, may terminate the agreement in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Commission's convenience, the extent to which performance of the contract under the contract is terminated and the date on which such termination becomes effective. For the remaining part of the contract after termination, and for the interest of the Commission, the Commission may pay the all the outstanding bills accrued after delivery of goods.</p> |
| 3.17 3.17.1 | <p>Liquidated damages There shall be no liquidated damages.</p> |
| 3.18 3.18.1 | <p>Resolution of disputes. The TSC and the tenderer shall make every effort to resolve amicably by direct informal negotiation and 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 including judicial adjudication.</p> |
| 3.19 | <p>Language and law The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.</p> |

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

| S/No | Item Description | Quantity in Pcs |
|----------------|--|-----------------|
| LOT I | | |
| 1 | Computer Blower | 200 |
| LOT II | | |
| 2 | Computer Mouse | 100 |
| | Portable External Hard Drive | 2 |
| LOT III | | |
| 3 | (a) Cisco WS C2960x 24PS-L with PoE + 1Yr SMARTNET Registered to TSC | 13 |
| | (b) Fiber SFP GLH-LH-SMD (1Gps) | 13 |
| | (c) 2m LC-SC 50/125 OM2 Duplex Multimode PVC Fiber Optic Cable | 10 |
| | (d) CAT 6 RJ45 Connectors | 5000 |
| LOT IV | | |
| 4 | (a) TONER HP LASERJET Q7516A | 4 |
| | (b) TONER HP (35A) C B435A | 2 |
| | (c) TONER HP LASER JET C4092A | 4 |
| | (d) TONER RICOH MPC 4500A BLACK | 2 |
| LOT V | | |
| 5 | SUPPLY OF PROJECTORS | 5 |

5.2 PARTICULARS

LOT I: Computer Blowers

| | MINIMUM REQUIREMENTS | BIDDER RESPONSE |
|------------------------|---|-----------------|
| Features | Variable Speed Blower / Vacuum comes equipped with a powerful 530W motor for increased performance and a variable speed control to suit all applications. | |
| | Blower & Vacuum Cleaner. | |
| | Vacuum function for collecting the dust from hard to reach areas such as CPU. | |
| Specifications: | Voltage: 230V. | |
| | Power: 530W or above. | |
| | No Load Speed: 0-16000 rpm or above. | |
| | Air Volume: 3.5m ³ / min. | |
| | Cord Length: 3 Meters. | |

LOT II: Computer Mouse & Portable External Hard Drive

(1) COMPUTER MOUSE (100 PCS)

| OPTICAL MOUSE | MINIMUM REQUIREMENTS | BIDDER RESPONSE |
|-----------------------------------|--|-----------------|
| State Make or Brand | | |
| Features | A mouse that's designed for either hand. | |
| Connectivity | Wired USB Interface | |
| System Requirements | Windows XP, Windows 7(all), Windows 8(all), Windows 10, Linux, IOS | |
| Pointing Device Resolution | 400 DPI | |
| Weight | 0.094Kgs | |
| Color | Stealth Black | |
| Dimensions | Height 32mm Width 54mm Depth 114mm | |
| Warranty | One-year limited warranty | |

(2) TECHNICAL SPECIFICATIONS FOR PORTABLE EXTERNAL HARD DRIVE (2 PCs)

| FEATURE | MINIMUM REQUIREMENTS | BIDDER RESPONSE |
|---|---|----------------------------|
| State Make or Brand | | |
| Type | Portable External, Mini | |
| Interface | USB 3.0 Compatible | |
| Storage Capacity (As tested) | 2TB | |
| Encryption Algorithm | 256-bit AES | |
| Color Category | Black | |
| Supported Operating system (Compatibility) | Formatted NTFS for Windows 10, Windows 8.1, Windows 7, Mac/Linux | |
| Operating specifications | Up to 5 Gb/s with USB 3.0 Up to 480 Mb/s with USB 2.0 | |
| Backup Software | Required | |
| Spindle Speed | 5400 rpm | |
| Security Features | Password Protection, Hardware Encryption, Automatic backup | |
| Power & Type | SuperSpeed USB cable, USB power cable | |
| Included In Package | USB Cable, Security and Drive Utilities Software, Quick Install Guide | |

LOT III: (1) CISCO NETWORK SWITCHES, SINGLEMODE FIBER SFPS AND CABLES

| NETWORK EQUIPEMENT/ ACCESSORIES | MINIMUM REQUIREMENTS | QTY | BIDDER RESPONSE |
|--|--|------------|------------------------|
| Network Switch | Cisco WS C2960x 24PS-L with PoE + 1Yr SMARTNET Registered to TSC | 13 | |
| SFP Transceivers | Fiber SFP GLH-LH-SMD (1Gps) | 13 | |
| Fiber Optic Cable | 2m LC-SC 50/125 OM2 Duplex Multimode PVC Fiber Optic Cable | 10 | |
| RJ45 Connectors | CAT 6 RJ45 Connectors | 5,000 | |

LOT IV: Toners

| Toner | MINIMUM REQUIREMENTS | QNTY | BIDDER RESPONSE |
|--------------|--------------------------------|-------------|------------------------|
| TONER | HP LASERJET Q7516A | 4 | |
| TONER | HP (35A) C B435A | 2 | |
| TONER | TONER HP LASER JET C4092A | 4 | |
| TONER | TONER RICOH MPC 4500A BLACK | 2 | |

LOT V: Projectors

| FEATURE | MINIMUM REQUIREMENTS | BIDDER RESPONSE |
|--------------------------------------|-------------------------------------|------------------------|
| Name Manufacturer & Brand | Bidder to state | |
| Aspect Ratio | 16:09 | |
| Brightness | 3400 ANSI Lumens | |
| Compatible Aspect Ratio | 16:9 (native) | |
| | 4:03 | |
| | 16:10 and LBX compatible | |
| Connections | 2 x HDMI (with HML) | |
| | VGA-in | |
| | Composite | |
| | Audio-in (3.5mm) | |
| | Audio-out (3.5mm) | |
| | USB power, RS-232C | |
| Contrast Ratio | 20,000:1 | |
| Display Technology | Single 0.48" DMD S410, DC3 chip DLP | |
| Projection Screen Size | 27.2 in – 299 in | |
| Keystone Correction | + 40 degrees Vertical | |
| Light Source Type | 240W | |

| | | |
|-------------------------------------|--|--|
| Light Source Life | 15000/12000/10000/3500(Extreme Dimming/Dynamic/Eco/Bright) – 240W | |
| Maximum Resolution | WUXGA (1920 x 1200) | |
| Native Resolution | 1080P (1920 x 1080) | |
| Noise Level | 27/32dB | |
| On-Screen Display | Complete on-screen menu adjustment in 26 languages | |
| Power Supply | AC input 100-240V, 50-60Hz Auto Switching | |
| Projection Distance | 3.9 in – 33.46 in | |
| Projection Method | Front Rear Ceiling Mounted Tabletop | |
| Remote Control | Full Size Remote | |
| Throw Ratio | 1.58 – 2.06 | |
| Zoom Type | 1.3x optical, 0.8 – 2.0x digital | |
| 3D Capable | Yes | |
| OPERATION | | |
| Lamp Type | 240 Watt | |
| Lamp Lifecycle | Up to 3500 hrs./ up to 10000 hrs. (economic mode) | |
| COMPATIBILITY SPECIFICATIONS | | |
| Computer Compatibility | FHD, HD, WXGA, UXGA, SXGA, XGA, SVGA, VGA, Mac | |
| Video Compatibility | PAL (B,D,G,H,I,M,N,576i/p), NTSC (M,4.43/3.58 MHz, 480i/p), SECAM (B,D,G,K,K1,L) (1080i, 720p) | |
| Color Support | 1.07 Billion colors | |
| PHYSICAL SPECIFICATIONS | | |
| Dimensions | W x H x D 12.44” x 4.27” x 9.2” | |
| Security | Security bar Kensington Lock Password protection | |
| Weight | At least 3.1 Kgs | |
| Wireless Projection | Capable to project through built in wireless LAN module or plug in | |
| Color | Black | |
| Built in Devices | Speakers | |
| Standard Accessories | AC power cord Remote Control Soft carrying case Batteries for remote Multilingual CD-ROM user’s manual Quick start card | |
| Service & Support | Two years Manufacturer’s Warranty & Support | |

SECTION VI - SCHEDULE OF REQUIREMENTS

TENDER NAME: SUPPLY AND DELIVERY OF VARIOUS COMPUTING EQUIPEMENT AND ACCESSORIES: RESERVED FOR YOUTH ONLY

TENDER NUMBER: TSC/T/ 019/2020-2021

| S/No | Item Description | Lot No | Quantity in Pcs |
|------|--|--------|-----------------|
| 1 | Computer Blower | I | 200 |
| | Computer Mouse | II | 100 |
| | Portable External Hard Drive | | 2 |
| 2 | (a) Cisco WS C2960x 24PS-L with PoE + 1Yr SMARTNET Registered to TSC | III | 13 |
| | (b) Fiber SFP GLH-LH-SMD (1Gps) | | 13 |
| | (c)2m LC-SC 50/125 OM2 Duplex Multimode PVC Fiber Optic Cable | | 10 |
| | (d) CAT 6 RJ45 Connectors | | 5,000 |
| 4 | (a) TONER LASERJET Q7516A | IV | 4 |
| | (b)TONER HP (35A) C B435A | | 2 |
| | (c)TONER HP LASER JET C4092A | | 4 |
| | (d)TONER RICOH MPC 4500A BLACK | | 2 |
| 5 | SUPPLY OF PROJECTORS | V | 5 |

NB: Bidders Are Advised to Submit Different Bids for Each Lot Participated for. Each Lot Should have its Own Envelope Addressed as Instructed. The Outer Envelope Should Read the Tender Name, Tender Number and Lot Number.

| S/No | Item Description | Quantity In Pcs | Delivery Period |
|------|---|-----------------|---------------------------------|
| 1 | Computer Blowers | 200 PCS | Two weeks after issuance of LPO |
| 2 | Computer Mouse | 100 | Two weeks after issuance of LPO |
| | Portable External Hard Drive | 2 | Two weeks after issuance of LPO |
| 3 | TONERS | | |
| | a. HP LASERJET Q7516A | 4 | Two weeks after issuance of LPO |
| | b. TONER HP (35A) C B435A | 2 | Two weeks after issuance of LPO |
| | c. TONER HP LASER JET C4092A | 4 | Two weeks after issuance of LPO |
| | d. TONER RICOH MPC 4500A BLACK | 2 | Two weeks after issuance of LPO |
| 4 | Purchase of switches | | |
| | a. Cisco WS C2960x 24PS-L with PoE + 1Yr SMARTNET Registered to TSC | 13 | Six weeks after issuance of LPO |
| | b. Fiber SFP GLH-LH-SMD (1Gps) | 13 | Two weeks after issuance of LPO |

| | | | |
|---|---|-------|---------------------------------|
| | c. 2m LC-SC 50/125 OM2 Duplex Multimode PVC Fiber Optic Cable | 10 | Two weeks after issuance of LPO |
| | d. CAT 6 RJ45 Connectors | 5,000 | Two weeks after issuance of LPO |
| 5 | Projectors | 5 | Two weeks after issuance of LPO |

N/B: THE ORDER SHALL BE AS AND WHEN NEED ARISES

SECTION VII - PRICE SCHEDULE FOR GOODS

TENDER NAME: SUPPLY AND DELIVERY OF VARIOUS COMPUTING EQUIPEMENT AND ACCESSORIES: RESERVED FOR YOUTH ONLY;

TENDER NUMBER: TSC/T/ 019/2020-2021

All prices should be Inclusive of VAT and any other Government Taxes

| S/No | Item Description | Lot No | Quantity in Pcs | Unit Price Ksh.(VAT Inc) | Total Price (Ksh.VAT Incl) | Country Of Origin | Delivery Period |
|--------------------------------------|------------------|--------|-----------------|--------------------------|----------------------------|-------------------|-----------------|
| 1 | Computer Blower | I | 200 | | | | |
| TOTAL PRICES INCLUSIVE OF VAT | | | | | | | |

| S/No | Item Description | Lot No | Quantity in Pcs | Unit Price Ksh.(VAT Inc) | Total Price (Ksh.VAT Incl) | Country Of Origin | Delivery Period |
|--------------------------------------|------------------------------|--------|-----------------|--------------------------|----------------------------|-------------------|-----------------|
| 2 | Computer Mouse | II | 100 | | | | |
| | Portable External Hard Drive | | 2 | | | | |
| TOTAL PRICES INCLUSIVE OF VAT | | | | | | | |

| S/No | Item Description | Lot No | Quantity in Pcs | Unit Price Ksh.(VAT Inc) | Total Price (Ksh.VAT Incl) | Country Of Origin | Delivery Period |
|--------------------------------------|--|--------|-----------------|--------------------------|----------------------------|-------------------|-----------------|
| 3 | (a) Cisco WS C2960x 24PS-L with PoE + 1Yr SMARTNET Registered to TSC | III | 13 | | | | |
| | (b) Fiber SFP GLH-LH-SMD (1Gps) | | 13 | | | | |
| | (c)2m LC-SC 50/125 OM2 Duplex Multimode PVC Fiber Optic Cable | | 10 | | | | |
| | (d) CAT 6 RJ45 Connectors | | 5,000 | | | | |
| | (e) Cisco WS C2960x 24PS-L with PoE + 1Yr SMARTNET Registered to TSC | | 13 | | | | |
| TOTAL PRICES INCLUSIVE OF VAT | | | | | | | |

| S/No | Item Description | Lot No | Quantity in Pcs | Unit Price Ksh.(VAT Inc) | Total Price (Ksh.VAT Incl) | Country Of Origin | Delivery Period |
|--------------------------------------|--------------------------------|--------|-----------------|--------------------------|----------------------------|-------------------|-----------------|
| 4 | (a) TONER HP LASERJET Q7516A | IV | 4 | | | | |
| | (b)TONER HP (35A) C B435A | | 2 | | | | |
| | (c)TONER HP LASER JET C4092A | | 4 | | | | |
| | (d)TONER RICOH MPC 4500A BLACK | | 2 | | | | |
| TOTAL PRICES INCLUSIVE OF VAT | | | | | | | |

| S/No | Item Description | Lot No | Quantity in Pcs | Unit Price Ksh.(VAT Inc) | Total Price (Ksh.VAT Incl) | Country Of Origin | Delivery Period |
|--------------------------------------|----------------------|--------|-----------------|--------------------------|----------------------------|-------------------|-----------------|
| 5 | SUPPLY OF PROJECTORS | V | 5 | | | | |
| TOTAL PRICES INCLUSIVE OF VAT | | | | | | | |

Signature of tenderer _____

Official Stamp-----

N/B Please Transfer the Total amount for Each Lot Participated to, to its own Form of tender. Each Lot Should Have Its Own Envelope and own form of tender.

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. **Form of Tender**-The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Confidential Business Questionnaire Form** -This form must be completed by the tenderer and submitted with the tender documents.
3. **Tender Securing Declaration Form**-When required by the tender documents the tenderer shall provide the tender securing Declaration Form in the form included herein.
4. **Contract Form**-The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. **Bank Guarantee for Advance Payment Form**-When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.

8.1 FORM OF TENDER

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda
Nos. *[insert numbers]*. the receipt of which is hereby duly acknowledged,
we, the undersigned, offer to supply and deliver sugar and tea leaves 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 deliver install and commission the equipment in accordance
with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to.....percent of
the Contract Price for the due performance of the Contract, in the form prescribed by Teachers Service
Commission

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

This Tender, together with your written acceptance thereof and your notification of award, shall constitute a
Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Which ever applies to your type of business

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

Part 1

General: Business Name

Location of business premises

PlotNo.....Street/Road.....

Postal AddressTel.No.....

Fax Email

Nature of business

Registration Certificate No.

Maximum value of business which you can handle at any one time Kshs.....

Name of your bankers

Branch

Part 2(a) – Sole Proprietor:

Your name in full

Age

Nationality

Country of origin

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs..

Issued Kshs.....

Give details of all directors as follows

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

Date.....

Signature of Tenderer

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

8.4 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 goods] and has accepted a tender by the
tenderer for the supply of those goods in the sum of [*contract price in words
and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods 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

(Amend accordingly if provided by Insurance Company)

8.6 **BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To
[name of Procuring entity]

[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 institutions], 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 there-under 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 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]

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. __

Tender Name _____

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)*__

SIGNED FOR ACCOUNTING OFFICER

8.9 INTEGRITY DECLARATION FORM

I/We/Messrs.....

.....ofStreet/avenue, Building,

P.O. BoxCode, of (town), (Nationality), Phone Email

..... 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.....

8.10 NON-DEBARMENT STATEMENT

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

P. O. BoxCode, of (town), (Nationality), Phone Email
..... declare that

I/We /Messrsare not
debarred from participating in public procurement by the Public Procurement Regulatory Authority
pursuant to pursuant to Section 62 of the Public Procurement & Asset Disposal Act, 2015

Dated this day of 20.....

Authorized Signature.....

Official Stamp

Name and Title of Signatory.....

8.11 TENDER SECURING DECLARATION FORM

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

Date:

Tender No.

**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 [4th 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

MANDATORY REQUIREMENTS TO BE PROVIDED BY FIRMS IN COMPLIANCE TO THE PRESIDENTIAL EXECUTIVE ORDER NO. 2 OF 2018

| S/N | VENDOR DETAILS | |
|-----|----------------------------------|--|
| 1. | NAME | |
| | NAME OF PARTNERS [IF APPLICABLE] | |
| 2. | KRA PIN NO. | |
| 3. | TELEPHONE NO. | |
| 4. | EMAIL ADDRESS | |
| 5. | POSTAL ADDRESS | |
| 6. | BUSINESS REG. NO. | |
| 7. | BUSSINESS TYPE. | |
| 8. | TAX COMPLIANCE EXPIRY DATE | |
| 9. | LICENSE/PERMIT NUMBER | |
| 10. | PERMIT EXPIRY DATE; | |
| 14. | NAMES OF DIRECTORS | |

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*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

1.

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

1.

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary