

TEACHERS SERVICE COMMISSION



TENDER DOCUMENT FOR PROCUREMENT OF SERVICE

RESERVED FOR YOUTH ONLY

**PROVISION OF SERVICE FOR REPAIR, MAINTENANCE AND
SERVICING OF VHF RADIO SYSTEM FOR TEACHERS SERVICE
COMMISSION HEADQUARTERS AT TSC HOUSE.**

TSC/T/40/2020-2022

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Upper Hill, Kilimanjaro Road,
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CLOSING/ OPENING DATE: THURSDAY 4TH FEBRUARY, 2021 AT 9.00AM

TABLE OF CONTENTS

	Page
SECTION I INVITATION TO TENDER.....	3
SECTION II INSTRUCTIONS TO TENDERERS.....	4
APPENDIX TO INSTITUTIONS TO TENDER	17
SECTION III GENERAL CONDITIONS OF CONTRACT.....	21
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	27
SECTION V SCHEDULE OF REQUIREMENTS.....	28
SECTION VI DESCRIPTION OF SERVICES	30
SECTION VII STANDARD FORMS.....	31

SECTION I INVITATION TO TENDER

TENDER REF NO. TSC/T/ 40/2020-2022

TENDER NAME: PROVISION OF SERVICE FOR REPAIR, MAINTENANCE AND SERVICING OF VHF RADIO SYSTEM FOR TEACHERS SERVICE COMMISSION HEADQUARTERS AT TSC HOUSE.

1. The Teachers Service Commission invites sealed tenders from qualified interested AGPO Registered Youths for the provision of service for repair, maintenance and servicing of VHF Radio system for Teachers Service Commission Headquarters at TSC house
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 [https:// www.tenders.go.ke](https://www.tenders.go.ke).
4. Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name to 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 4th February, 2021 at 9.00am.
5. Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings.
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's Representative Will Be Allowed to Attend Tender Opening** However, the opening minutes will be circulated to all tenderers who may request in writing. Kindly ensure you provide an updated email address. Other information on this tender may be obtained from the Tender Document.
8. A mandatory pre-bid conference will be held in the TSC Headquarters on Tuesday 26th January, 2021 from **10.00 (This is useful for the bidder to understand the full scope of works)**

COMMISSION SECRETARY /CHIEF EXECUTIVE

TABLE OF CONTENTS.

	Page
2.1	Eligible Tenderers 5
2.2	Cost of tendering 5
2.3	Contents of tender documents 5
2.4	Clarification of Tender documents 6
2.5	Amendment of tender documents 6
2.6	Language of tenders 7
2.7	Documents comprising the tender 7
2.8	Form of tender 7
2.9	Tender prices 7
2.10	Tender currencies 8
2.11	Tenderers eligibility and qualifications 8
2.12	Tender security 8
2.13	Validity of tenders 9
2.14	Format and signing of tenders 9
2.15	Sealing and marking of tenders 10
2.16	Deadline for submission of tenders 10
2.17	Modification and withdrawal of tenders 10
2.18	Opening of tenders 11
2.19	Clarification of tenders 11
2.20	Preliminary Examination and Responsiveness..... 12
2.21	Conversion to other currencies 12
2.22	Evaluation and comparison of tenders 13
2.23	Contacting the procuring entity 14
2.24	Award of Contract 14
2.25	Notification of award 15
2.26	Signing of Contract 15
2.27	Performance security 16
2.28	Corrupt or fraudulent practices 16

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to AGPO Registered Youth suppliers as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender

- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form

2.3.2. 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.

2.4 Clarification of Documents

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

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 8, 9, 10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

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

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

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

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

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

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

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;
or
- (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30
or
 - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

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

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

2.14 Format and Signing of Tender

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

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

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

2.15 Sealing and Marking of Tenders

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

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

(b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE Thursday 4th February, 2021 at 9.00am**

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

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.1 no later than **Thursday 4th February, 2021 at 9.00am**.

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17 Modification and withdrawal of tenders

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

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of

tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

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

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers representatives who choose to attend, at **Thursday 4th February, 2021 at 9.00am**

and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

2.19 Clarification of tenders

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

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

2.20 Preliminary Examination and Responsiveness

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

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

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

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

- (a) operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;

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

(a) *Operational Plan.*

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

(b) *Deviation in payment schedule.*

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

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

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

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

2.23. Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

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

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

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

b) Award Criteria

2.24.4 Subject to paragraph 2.22 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

2.25 Notification of award

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

tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

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

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

2.27 Performance Security

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

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

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

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1	Eligible tenderers
2.1.1	This Invitation to tender is open to all tenderers registered by National Treasury under AGPO in the category of YOUTH and meets the qualification criteria.
2.1.2	TSC employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
2.1.3	Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
2.1.4	Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible to apply for this tender. Kindly fill the integrity form provided.
2.2	Cost of tendering
2.2.1	The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Teachers Service Commission, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
2.2.2	The price to be charged for the tender document shall be Kshs.1,000 (Kenya Shillings One thousand only) payable to the Teachers Service Commission at National Bank of Kenya Account No. 01001000905000, Harambee Avenue Branch or Bankers Cheer and present the bank slip to TSC Cash office for official receipt or the tender document can be downloaded for free from www.tsc.go.ke or www.tenders.go.ke

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.2.3	Teachers service Commission shall allow the interested tenderers to review the tender document free of charge before purchase
2.3 2.3.1	<p>Contents of tender documents</p> <p>The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders</p> <ol style="list-style-type: none"> a. Instructions to tenderers b. General Conditions of Contract c. Special Conditions of Contract d. Schedule of Requirements e. Details of service f. Form of tender g. Price schedules h. Contract form i. Confidential business questionnaire form j. Tender security form k. Performance security form l. Principal's or manufacturers authorization form. m. Declaration form n. Tender securing declaration form. o. Non-debarment statement. p. Integrity form
2.3.2	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
2.4 2.4.1	<p>Clarification of Documents</p> <p>A prospective candidate making inquiries of the tender document may notify Teachers Service Commission in writing by email ddprocurement@tsc.go.ke or by post, addressed to The Secretary Teachers Service Commission P.O Box Private Bag -00100 Nairobi not later than seven (7) days prior to the deadline for the submission of tenders 13th January, 2021 at 9.00am</p>
2.4.2	Teachers Service Commission reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.
2.5	Amendment of documents

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.5.1	At any time prior to the deadline for submission of tenders, Teachers Service Commission, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
2.5.2	All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
2.5.3	In order to allow prospective tenderers reasonable time in which to consider the amendment in preparing their tenders, Teachers Service Commission, at its discretion, may extend the deadline for the submission of tenders.
2.6 2.6.1	<p>Language of tender</p> <p>The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Teachers Service Commission, shall be written in English language.</p>
2.7	<p>Documents Comprising the Tender</p> <p>The tender prepared by the tenderer shall comprise the following components:</p> <ul style="list-style-type: none"> a) A Tender Form and a Price Schedule completed in the format provided. b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted; c) Tender security furnished is in accordance with Clause 2.12 d) Confidential business questionnaire filled signed and stamped in the format provided. e) Any other document required at preliminary and technical evaluation.
2.8 2.8.1	<p>Form of Tender</p> <p>The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed in the format provided any discrepancy shall lead to disqualification.</p>
2.9 2.9.1	<p>Tender Prices</p> <p>The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.9.2	Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
2.9.3	Prices quoted by the tenderer shall remain fixed during the term of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
2.9.4	Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
2.9.5	Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
2.9.6	Price variation requests shall be processed by Teachers Service Commission within 30 days of receiving the request.
2.10	Tender Currencies
2.10.1	Prices shall be quoted in Kenya Shillings.
2.11	Tenderers Eligibility and Qualifications.
2.11.1	Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted .
2.11.2	The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall conform to Teachers Service Commission’s satisfaction that the tenderer has the financial and technical capability necessary to perform the contract
2.12.	Tender Security The tenderer shall not provide tender security. The tenderer will fill the Tender Securing Declaration Form attached.
2.13	Validity of Tenders
2.13.1	Tenders shall remain valid for 120 days . A tender valid for a shorter period shall be rejected by Teachers Service Commission as non-responsive.
2.13.2	In exceptional circumstances, Teachers Service Commission may extend the period of tender validity to a maximum of 30 more days. The extension thereto shall be made in writing and circulated to all tenderers and the reasons thereof.
2.14	Format and Signing of Tender
2.14.1	The tenderer shall prepare two copies of the tender, clearly / marking each “ORIGINAL TENDER” and “COPY OF

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.
2.14.2	The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
2.14.3	The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.
2.15 2.15.1	<p>Sealing and Marking of Tenders</p> <p>a) The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall: be addressed to, The Secretary Teachers Service Commission P.O Box Private Bag-00100 Nairobi.</p> <p>bear, tender number TSC/T./2020-2021 and name PROVISION OF SERVICE FOR REPAIR, MAINTENANCE AND SERVICING OF VHF RADIO SYSTEM FOR TEACHERS SERVICE COMMISSION HEADQUARTERS AT TSC HOUSE.</p> <p>b) and the words: “DO NOT OPEN BEFORE Thursday 4th February, 2021 at 9.00 am.”</p>
2.15.3	The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
2.15.4	If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.
2.16 2.16.1	<p>Deadline for Submission of Tenders</p> <p>Tenders must be received by Teachers Service Commission addressed to The Secretary Teachers Service Commission</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	P.O Box Private Bag-00100 Nairobi not later than Thursday 4th February, 2021 at 9.00am.
2.16.2	Teachers Service Commission may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of Teachers Service Commission and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
2.16.3	Bulky tenders which will not fit in the tender box shall be received at Procurement Office located at 2nd Floor Podium Wing.
2.17 2.17.1	`Modification and withdrawal of tenders The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by Teachers Service Commission prior to the deadline on Thursday 4th February, 2021 at 9.00am.
2.17.2	The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
2.17.3	No tender may be modified after the deadline for submission of tenders.
2.17.4	No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
2.17.5	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 Section 63 of the Public Procurement and Asset Disposal Act 2015.
2.17.6	Teachers Service Commission shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.18 2.18.1	<p>Opening of Tenders</p> <p>Teachers Service Commission will open all tenders in the presence of tenderers' representatives who choose to attend on Thursday 4th February, 2021 at 9.00am at the TSC House 3rd Floor Podium Wing. The tenderers' representatives who are present shall sign a register evidencing their attendance.</p>
2.18.2	<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.</p>
2.18.3	<p>Teachers Service Commission will prepare minutes of the tender opening, which will be submitted to the tenderers that signed the tender opening register on request in writing.</p>
2.19 2.19.1	<p>Clarification of tenders</p> <p>To assist in the examination, evaluation and comparison of tenders Teachers Service Commission may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.</p>
2.19.2	<p>Any effort by the tenderer to influence Teachers Service Commission's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.</p>
2.20 2.20.1	<p>Preliminary Examination and Responsiveness</p> <p>Teachers Service Commission will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.</p>
2.20.2	<p>There shall be no correction of errors. Bids with arithmetic shall be rejected in conformity to the PPADA 2015.</p>
2.20.3	<p>Teachers Service Commission may waive any minor deviation or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	tenderer as outlined in Section 79 of the Public Procurement and Asset Disposal Act 2015.
2.20.4	Prior to the detailed evaluation, pursuant to paragraph 23, Teachers Service Commission will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Teachers Service Commission determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
2.20.5	If a tender is not substantially responsive, it will be rejected by Teachers Service Commission and may not subsequently be made responsive by the by correction of the nonconformity.
2.21	<p>Conversion to a single currency</p> <p>Where other currencies are used, Teachers Service Commission will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.</p>
2.22	<p>Evaluation and comparison of tenders.</p> <p>2.22.1 Teachers Service Commission will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20</p> <p>2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.</p> <p>2.22.3 Teachers Service Commission evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:</p> <p>Pursuant to paragraph 22.3 the following evaluation methods will be applied:</p> <p>2.22.4 <i>Preliminary/Mandatory Evaluation:</i> At this stage the evaluation committee shall check the completeness of the documentation as prescribed in the criteria set out in the tender document. Bidders who meet all the requirements set</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.22.5	<p>out shall then move to the technical stage. Those bidders who fails to qualify shall be rejected and shall not proceed for further evaluation.</p> <p>a) Technical Evaluation: At this stage, all bidders passed preliminary stage shall be evaluated based on technical experience and capacity to perform the works. Bids shall be scored based on the prescribed technical evaluation criteria set and only bidders that scored the required marks shall move to the financial stage.</p> <p>b) Financial Evaluation: Bids that have passed both preliminary and technical shall be ranked and the bidder with the lowest bid price shall be recommended for an award being the most responsive bidder.</p> <p>The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.</p> <p>To qualify for contract awards, the tenderer shall have the following:</p> <p>a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.</p> <p>b) Legal capacity to enter into a contract for procurement</p> <p>c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing</p> <p>d) Shall not be debarred from participating in public procurement</p>
2.23	<p>Contacting the procuring entity</p>
2.23.1	<p>Subject to paragraph 2.19, no tenderer shall contact Teachers Service Commission on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.</p>
2.23.2	<p>Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	contract award may result in the rejection of the tenderers tender.
2.24	<p>Award of Contract</p> <p>a) Post qualification</p> <p>2.24.1 Teachers Service Commission will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.</p> <p>2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as Teachers Service Commission deems necessary and appropriate.</p> <p>2.24.3 An affirmative determination may be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event Teachers Service Commission will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.</p> <p>2.24.3</p> <p>b) Award Criteria</p> <p>2.24.4 Subject to paragraph 2.29 Teachers Service will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.</p> <p>2.24.5 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</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	<p>tenderers of the grounds for Teachers Service Commission action. If Teachers Service Commission determines that none of the tenderers is responsive; Teachers Service Commission shall notify each tenderer who submitted a tender.</p> <p>A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement</p>
<p>2.25</p> <p>2.25.1</p> <p>2.25.2</p>	<p>Notification of award</p> <p>Prior to the expiration of the period of tender validity, Teachers Service Commission will notify the successful tenderer in writing that its tender has been accepted.</p> <p>The notification of award will signify the intension to enter into a Contract subject to the signing of the contract between the tenderer and Teachers Service Commission pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.</p>
<p>2.26</p> <p>2.26.1</p> <p>2.26.2</p> <p>2.26.3</p>	<p>Signing of Contract</p> <p>At the same time as Teachers Service Commission notifies the successful tenderer that its tender has been accepted, Teachers Service Commission will simultaneously inform the other tenderers that their tenders have not been successful.</p> <p>Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Teachers Service Commission.</p> <p>The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.</p>
<p>2.27</p> <p>2.27.1</p>	<p>Performance Security</p> <p>The Successful Tenderer shall not furnish Teachers Service Commission with a performance Security. However, bidders</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	shall be required to fill the Securing Declaration Form provided in the tender document.
2.28 2.28.1 2.28.2 2.28.3	<p>Corrupt or Fraudulent Practices</p> <p>Teachers Service Commission requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.</p> <p>Teachers Service Commission will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.</p>

SECTION III ~ GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS		Page
3.1	Definitions	19
3.2	Application	19
3.3	Standards	19
3.4	Patent Rights	20
3.5	Performance security	20
3.6	Inspections and tests	20
3.7	Payment	21
3.8	Prices	21
3.9	Assignment	21
3.10	Termination for default	21
3.11	Termination for insolvency	22
3.12	Termination for convenience	22
3.13	Resolution of disputes	22
3.14	Governing language	22
3.15	Force majeure	23
3.16	Applicable law	23
3.17	Notices	23

SECTION III ~ GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.4 Patent Right's

- 3.4.1 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 services under the contract or any part thereof.

3.5 Performance Security

- 3.5.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 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.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.5.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

- 3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

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

3.8 Prices

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

3.9 Assignment

3.9.1 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.

3.10 Termination for Default

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

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

3.11 Termination for insolvency

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

3.12 Termination for convenience

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.13 Resolution of disputes

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

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

3.14 Governing Language

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

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 Notices

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

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

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

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.3 3.3.1	<p>Standards</p> <p>The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements</p>
3.5	<p>Patent Right's</p> <p>The tenderer shall indemnify the Teachers Service Commission against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.</p>
3.6	<p>Performance Security: Not Applicable</p>
3.7 3.7.1 3.7.2 3.7.3 3.7.4	<p>Inspections and Tests</p> <p>Teachers Service Commission or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. Teachers Service Commission shall notify the Contractor in writing, in a timely manner, of the identity of any supply retained for these purposes.</p> <p>The inspections and tests shall be conducted at the TSC premises and all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to Teachers Service Commission</p> <p>Should any inspected or tested services fail to conform to the Specifications, Teachers Service Commission may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to Teachers Service Commission.</p> <p>Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract</p>

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.8	The method and conditions of payment to be made to the Contractor under this Contract shall be after sixty (60) days after submission of the Invoice.
3.9	Prices charged by the contractor for services performed under this Contract shall not be adjustment, varied from the prices by the tenderer in its tender or in Teachers Services Commission request for tender validity extension as the case may be. No variation or modification to the terms of the contract shall be made except by written amendment signed by the parties
3.10	<p>Assignment</p> <p>The Contractor shall not assign, in whole or in part, its obligations to perform under this contract, except with Teachers Service Commission's prior written consent.</p>
<p>3.11</p> <p>3.11.1</p> <p>3.11.2</p>	<p>Termination for Default</p> <p>Teachers Service Commission may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by Teachers Service Commission. b) If the Contractor fails to perform any other obligation(s) under the Contract. c) If the contractor, in the judgment of Teachers Service Commission has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>In the event Teachers Service Commission terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to Teachers Service Commission for any excess costs for such similar services.</p>
3.12	<p>Termination of insolvency</p> <p>Teachers Service Commission may at the anytime terminate the contract by giving written notice of three (3) months to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor,</p>

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
	provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to Teachers Service Commission.
3.13 3.13.1 3.13.2	<p>Termination for convenience</p> <p>Teachers Service Commission by written notice of three (3) months sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.</p> <p>For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.</p>
3.14	<p>Resolution of disputes</p> <p>Teachers Service Commission and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract. If both parties' faiths, either party may refer the matter to the Dispute Arbitration of Kenya or a Judicial review.</p>
3.15	<p>Governing Language</p> <p>The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language</p>
3.16	<p>Force Majeure</p> <p>The contractor shall not be liable <i>for</i> 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.</p>
3.17	<p>Applicable Law.</p> <p>The contract shall be interpreted in accordance with the laws of Kenya .</p>
3.18	<p>Notices</p> <p>Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post office, hand delivery or E-mail and confirmed in writing to the Commission Secretary, Teachers</p>

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
	<p data-bbox="432 327 1481 409">Service Commission, Private Bag – 00100 Nairobi or ddprocurement@tsc.go.ke</p> <p data-bbox="432 454 1481 533">A notice shall be effective when delivered or on the notices effective date, whichever is later.</p>

SECTION IV SCHEDULE OF REQUIREMENTS

1) PRELIMINARY REQUIREMENTS (MANDATORY)

S/NO.	REQUIREMENTS	Yes/No
1.	A copy of Certificate of Incorporation/ Registration	
2.	Must Submit valid copy of Tax Compliance Certificate/Exemption Certificate; valid up to the date of tender closing. For tenderers whose TCC or Exception Certificates expires on or after the date of Tender closing, attach a valid paid up renewal receipt.	
3.	Copy of valid Trade License/Business permit from county government.	
4.	Evidence of physical address (attach documentary evidence in form of lease agreement/title deed or payment for utilities e.g. water bills or electricity bills)	
5.	Must provide a copy of CR12 for Limited companies or ID for sole proprietor showing list of companies Director/s.	
6.	Must duly fill up, sign and stamp the attached Confidential Business Questionnaire in the format provided.	
7.	Must fill, sign and stamp the attached Non-Debarment form in the format provided.	
8.	Must fill, sign and stamp the attached integrity form in the format provided.	
9.	Must dully fill up, signed and stamp the attached Form of tender in the format provided.	
10.	Must Fill the Price Schedule in the format provided. The total bid price must be TRANSFERRED to the Form of Tender as the tender price. The tender sum amount in figures must tally the amount in words. Any inconsistency between the sum in figures and words may lead to disqualification. Any cancellation or correction in the Form of Tender or Price Schedule may lead to automatic disqualification.	
11.	Must have dully signed and Pre-bid conference form in the format provided signed and stamped by TSC representative.	
12.	Tenders must be accompanied by a valid filled, signed and stamp Tender Security Declaration Form.	
13.	Must provide a valid registration certificate issued in the last two year from the date of tender opening under AGPO registered in the category of YOUTH	
14.	Must have one lead technician with a Communications Authority's Technical Personnel (TP) License.	
15.	MUST provide proof of valid accreditation by Communication Authority (CAK) of Kenya	

Note: Only bidders who pass ALL the mandatory requirements will proceed to the Technical evaluation.

2. TECHNICAL EVALUATION CRITERIA

FEATURE	MINIMUM REQUIREMENTS					SCORE (100 Marks)
Qualified Key Personnel's	Provide Proof of four (4) key Technicians who can work on VHF Radio system (Hand set and base radio) @ 6 marks (Please provide proof in the form of certificates issued in the name of the company)					24 marks
Supervisory Personnel (Health & Safety)	Provide proof of one lead Project Manager who will be in charge and shall be responsible for the whole schedule (the Lead Personnel must possess a minimum of at least Diploma in Electrical and Electronics Engineering, Computer Science, or recognized course in this field) @ 10 marks (Attach documentary evidence)					10 marks
Evidence of Similar Projects	The bidder MUST demonstrate relevant experience in installation and maintenance of VHF Systems. Provide proof of similar works done in the last 5years (Attach documentary evidence) Provide proof of similar works done in three (3) reputable organizations preferably government institutions (Attach LSOs/ LPOs/contracts or signed by the clients) @ 5 marks					15 marks
Referees and references	The bidder must provide 3 reference letters from Corporate clients where the bidder has supplied, installed and maintained VHF Systems. (The reference letters must be on the clients' letter heads and duly signed. The reference letters must in detail describing the services offered) @5marks					15marks
Mode of Communication	Please state your mode of receiving and speed of addressing reported faults in the VHF Radio system for Minor, Medium and Major Faults with Response time and Average Fix times.					18marks
	Default	Response time	Bidder Response	Fixed Time	Bidders Response	Total
	Minor	Less than 1 hr (3marks) More than 1hr 1mark		Less than 6hrs. (4marks) More than 6hrs 1mark		
	Medium	Less than 1 hr (3marks) More than 1hr 1mark		Less than 6hrs. (4marks) More than 6hrs 1mark		
	Major	Less than 1 hr (3marks) More than 1hr 1mark		Less than 12 hrs. (4marks) More than 12 hrs 1mark		
Financial Capacity	Must submit a bank statement for the last three months @ 5 marks					15 Marks
TOTAL						100

Note: Only bidders who pass by 70 percent and above of the requirements will proceed to the financial evaluation

4.3 Financial Evaluation

Financial evaluation will be done by Price Comparison. Prices shall include all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

Award of contract

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

SECTION VI - DESCRIPTION OF SERVICES/ SPECIFIC TASKS

TENDER NUMBER: TSC/T/40/2020-2022

1.0 BACKGROUND

Teachers Service Commission has established VHF Radio network at TSC House, Upper Hill which is used for security Communication and is not accessible to unauthorized persons. The commission is desirous of securing a service provider to repair and maintain its VHF Mobile Handhelds, Base radio and other components.

The solution provider should be able to do the following: -

SCOPE OF WORKS:

The tenderer shall be required to repair five (5) Radio handsets and there after maintain eleven (11) radio handsets and one (1) Base radio. The total number of VHF radio sets to be maintained after repairs is eleven (11) and one Base radio.

2.0 OBJECTIVES

The objectives of this procurement exercise are: -

- ✓ To provide effective and efficient support services that are essential for smooth operations.
- ✓ To attend to requests for repair on timely basis preferably within two (2) hours.
- ✓ To continuously maintain the Radios as recommended by the manufacturer to ensure the radios are in good working conditions.
- ✓ To maintain the Radios regularly and ensure continuous efficient performance.

3.0 DURATION OF THE CONTRACT

The contract shall be for a period of two (2) years with an option for renewal for a further period of one-year subject to exemplary/satisfactory performance and availability of budget.

4.0 GENERAL TECHNICAL SPECIFICATIONS

Tenderers must indicate on the specification's sheets whether the services and /or equipment offered comply with each specified requirement comprehensively. Stating mere "COMPLIED" without specific details to a requirement will be treated as non-responsive.

The tenderers are requested to present information along with their offers as follows:

- I. Shortest possible response period in case emergency.
- II. Information on proper representative and/or workshop for back-up service /repair and maintenance including their names and addresses.

4.1 THE SCOPE OF SERVICE

The Scope of Service shall include but not limited to the following: -

- i. Provide a 24-hour-a day, seven-days - a -week emergency call-out and breakdown repair service.

- ii. Inspect, repair/replace and service the Very High Frequency (VHF) Radio Communication System to ensure they are properly signaled and preventative maintenance adhered to applicable standards
- iii. Provide professional and trustworthy technical staff during routine inspection.
- iv. Provide sound and effective **Technical Staff** for repairs and maintenance.
- v. Respond to emergency situations including but not limited to identified faults.

PRICE SCHEDULE:

For Repair, Maintenance and Servicing of VHF Radio System for Teachers Service Commission at TSC Headquarters house. TSC/T/40/2020-2021

No.	Item/Activity Scope	Quote for Year 1 (VAT Incl.)	Quote for Year 2 (VAT Incl.)	Total Quote for Year 1 and Year2 (VAT Incl.)
i)	MAINTENANCE OF VHF RADIO SYTEMS INCLUDING BASE STATION.			
ii)	REPAIR OF FIVE (5) RADIO HANDSETS (ONE OFF COST)		NOT APPLICABLE	
	GRAND SUMMARY FOR REPAIR AND MAINTENANCE TOTAL SUMMARY FOR YEAR 1 AND YEAR 2 (VAT INCLUSIVE)			

NOTE: 1. Payment will be done on quarterly basis.

2. The Grand Total summary for year 1 and year 2 to be transferred to the form of tender.

Name of Tenderer's

Signature and Rubber Stamp of tenderer_____

TEACHERS SERVICE COMMISSION



PRE BID CONFERENCE FORM:

TENDER NUMBER: TSC/T/40/2020-2022

TENDER NAME: PROVISION OF SERVICE FOR REPAIR, MAINTENANCE AND SERVICING OF ELEVEN 11 VHF RADIOS AT TEACHERS SERVICE COMMISSION HEADQUARTERS

Name of the Bidder.....

AREA	DETAILS	PLEASE TICK (√) IF VISITED

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

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

Official Stamp

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

Official Stamp

SECTION VII:

STANDARD FORMS

TABLE OF CONTENTS	Page
1. Form of tender	34
2. Confidential Questionnaire form	35
3. Bank Guarantee for advanced payment form.....	36
4. Contract form	37
5. Performance security form.....	38
6. Tender securing Declaration (mandatory)	39
7. Manufacturers Authorization	40
8. Letter of notification of award.....	41
9. FORMRB1.....	42

FORM OF TENDER

Date _____

Tender No. _____

To:

Teachers Service Commission
P.O Box Private Bag -00100
Nairobi

Gentlemen and/or Ladies:

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities/Schedule of Rates for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. _____ *[Amount in figures]*
Kenya Shillings

_____ *[Amount in words]*

- 2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Teachers Service Commission 's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
- 3. We agree to abide by this tender until _____ *[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.
- 4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
- 5. 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 tenders for and on behalf of
_____ *[Name of Tenderer]* of
_____ *[Address of Tenderer]*

Witness; Name _____

Address _____

Signature _____

Date _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or whichever 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; Country/Town.....
Plot No..... Street/Road
Postal Address..... Tel No.....
Nature of Business.....
Current Trade License No..... Expiring date.....
Maximum value of business which you can handle at any time: Kshs.
Name of your bankers.....
Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....
Nationality..... Country of Origin.....

Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	Name in full	Nationality	Citizenship Details	Shares
1
2
3

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.....

Issued Kshs.....

Given details of all directors as follows

Name Nationality Citizenship details Shares

1.
2.
3.
4.

Date..... Signature of Candidate.....

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We, _____ [name and Address of Contractor] (hereinafter called “the Contractor”) shall deposit with _____ [name of Teachers Service Commission] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs. _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words].

We, _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Teachers Service Commission] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between _____ [name of Teachers Service Commission] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ (name of Teachers Service Commission) receives full payment of the same amount from the Contract.

Yours faithfully,

Signature and Seal _____
Name of the Bank or financial institution _____
Address _____
Date _____

Witness: Name: _____
Address: _____
Signature: _____
Date: _____

CONTRACT FORM

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

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz..... [brief description of SERVICES and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of [contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

in the presence of _____.

PERFORMANCE SECURITY FORM

To Teachers Service Commission

WHEREAS [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____ [*reference number of the contract*] dated _____ 20 __ to supply.....[*description of goods*] (hereinafter called “the Contract”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [*amount of the guarantee in words and figure*] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [*amount of guarantee*] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

Tender-Securing Declaration (Mandatory)

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

Tender No.: *[insert **number of Tender]***

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

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time of **3 years** starting on *1st April 2016* if we are in breach of our obligation(s) under the Tender conditions, because we;

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

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

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

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

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

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

Dated on _____ day of _____, _____ *[insert **date of signing]***

Corporate Seal (where appropriate)

MANUFACTURER'S AUTHORIZATION FORM

To Teachers Service Commission

WHEREAS[name of the manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. [reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

Official Rubber Stamp

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

8.10 NON-DEBARMENT STATEMENT

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

Dated this day of 20.....

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

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

INTEGRITY DECLARATION

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

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

Tender name:

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

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

Name and Title of
Signatory.....

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT

AND

.....RESPONDENT *Teachers Service Commission*

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

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary