

# **TEACHERS SERVICE COMMISSION**



## **NATIONAL OPEN TENDER**

**UPGRADING, INSTALLATION, TESTING AND COMMISSIONING OF  
CUSTOMER RELATIONS MANAGEMENT SYSTEM**

**RESERVED FOR GENERAL CITIZEN CONTRACTORS ONLY**

**TSC/T/052/ 2020-2021**

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**CLOSING DATE: THURSDAY 8<sup>TH</sup> APRIL, 2021 AT 9.00 A.M.**

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## **SECTION I – INVITATION TO TENDER**

**TENDER REF NO. TSC/T/052/2020-2021**

**TENDER NAME: UPGRADING, INSTALLATION, TESTING AND COMMISSIONING OF CUSTOMER RELATIONS MANAGEMENT SYSTEM**

- 1.1 Teachers Service Commission invites sealed tenders from eligible candidates for the **Upgrading, Installation, Testing and Commissioning of Customer Relations Management System**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement office, Teachers Service Commission House 2<sup>nd</sup> Floor Podium Wing During normal working hours 8.00 am to 4.00 pm.
- 1.3 A complete tender document may be obtained by interested candidates upon payment of a non- refundable fee of Kshs. 1,000 payable to the Teachers Service Commission at National Bank of Kenya Account No. 01001000905000, Harambee Avenue Branch or Bankers Cheer and present the bank slip to TSC Cash office for official receipt. Alternatively, the document may be downloaded for free from [www.tsc.go.ke](http://www.tsc.go.ke) or [www.tenders.go.ke](http://www.tenders.go.ke)
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 120 days from the closing date of the tender.
- 1.5 Tenders must be accompanied by a Tender Security of Kshs. 180,000.00 (Kenya Shillings One Hundred Eighty Thousand Only) from a reputable bank or from an insurance company approved by PPRA (formerly PPOA), payable to the Commission Secretary, Teachers Service Commission. The tender security must be valid for 150 days from the date of tender opening.
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at TSC House, Podium wing, third floor, or be addressed and posted to The Secretary, Teachers Service Commission, P.O. Box Private Bag-00100, Nairobi to be received on or before **THURSDAY 8<sup>TH</sup> APRIL, 2021 At 9.00am**
- 1.7 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at Teachers Service Commission 3rd floor Podium wing. **Only one firm representative will be allowed to attend tender opening.**

**COMMISSION SECRETARY/ CHIEF EXECUTIVE OFFICER**

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## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

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

### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of tender documents**

2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

## **2.4 Clarification of Documents**

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

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

## **2.5 Amendment of documents**

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in

response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

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

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

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

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

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

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

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



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

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

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

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

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

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

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

2.12.7 The tender security may be forfeited:

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

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

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

**or**

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

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

## **2.13 Validity of Tenders**

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

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

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

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

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

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

## **2.15 Sealing and Marking of Tenders**

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

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

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

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

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

## **2.16 Deadline for Submission of Tenders**

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

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

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

## **2.17 Modification and withdrawal of tenders**

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

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

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

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

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

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

## **2.18 Opening of Tenders**

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

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

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

## **2.19 Clarification of tenders**

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

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

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

## **2.20 Preliminary Examination and Responsiveness**

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

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

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

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

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

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

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

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

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

(a) Operational plan proposed in the tender;

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

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

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

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

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

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

may consider the alternative payment schedule offered by the selected tenderer.

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

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

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

## **2.23. Contacting the procuring entity**

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

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

## **2.24 Award of Contract**

### **a) Post qualification**

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

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the

tenderer, pursuant to paragraph 2.1.2, as well as such other information, as the Procuring entity deems necessary and appropriate.

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

**b) Award Criteria**

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

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

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

**2.25 Notification of award**

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

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



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

## **2.26 Signing of Contract**

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

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

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

## **2.27 Performance Security**

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

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

## **2.28 Corrupt or Fraudulent Practices**

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

- 2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

### **Appendix to instructions to tenderers**

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

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1	<b>Eligible tenderers</b>
2.1.1	This Invitation to tender is open to General Citizen Contractors. Kenyan Contractors with <b>51%</b> plus shareholding and meets the qualification criteria prescribed in this document.
2.1.2	TSC employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
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  2.2.1	<b>Cost of tendering</b>  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 <b>Kshs.1,000 (<i>Kenya Shillings One thousand only</i>)</b> 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 or the tender document can be downloaded for free from <a href="http://www.tsc.go.ke">www.tsc.go.ke</a> or <a href="http://www.tenders.go.ke">www.tenders.go.ke</a>
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	<b>Contents of tender documents</b> The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders <ul style="list-style-type: none"> <li>a. Instructions to tenderers</li> <li>b. General Conditions of Contract</li> <li>c. Special Conditions of Contract</li> </ul>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	<ul style="list-style-type: none"> <li>d. Schedule of Requirements</li> <li>e. Details of service</li> <li>f. Form of tender</li> <li>g. Price schedules</li> <li>h. Contract form</li> <li>i. Confidential business questionnaire form</li> <li>j. Tender security form</li> <li>k. Performance security form</li> <li>l. Principal's or manufacturers authorization form.</li> <li>m. Declaration form</li> <li>n. Tender securing declaration form.</li> <li>o. Non-debarment statement.</li> <li>p. Integrity form</li> </ul>
2.3.2	<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>
2.4 2.4.1	<p><b>Clarification of Documents</b></p> <p>A prospective candidate making inquiries of the tender document may notify Teachers Service Commission in writing by email <a href="mailto:ddprocurement@tsc.go.ke">ddprocurement@tsc.go.ke</a> or by post, addressed to <b>The Secretary Teachers Service Commission P.O Box Private Bag -00100 Nairobi</b> not later than seven (7) days prior to the deadline for the submission of tenders <b>Thursday, 8<sup>TH</sup> APRIL, 2021 at 9.00 am</b></p>
2.4.2	<p>Teachers Service Commission reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.</p>
2.5 2.5.1	<p><b>Amendment of documents</b></p> <p>At any time prior to the deadline for submission of tenders, Teachers Service Commission, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
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><b>Language of tender</b></p> <p>The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Teachers Service Commission, shall be written in English language.</p>
2.7	<p><b>Documents Comprising the Tender</b></p> <p>The tender prepared by the tenderer shall comprise the following components:</p> <ul style="list-style-type: none"> <li>a) A Tender Form and a Price Schedule completed in the format provided.</li> <li>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;</li> <li>c) Tender security furnished is in accordance with Clause 2.12</li> <li>d) Confidential business questionnaire filled signed and stamped in the format provided.</li> <li>e) Any other document required at preliminary and technical evaluation.</li> </ul>
2.8 2.8.1	<p><b>Form of Tender</b></p> <p>The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed in the format provided any discrepancy shall lead to disqualification.</p>
2.9 2.9.1	<p><b>Tender Prices</b></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	<b>Tender Currencies</b>
2.10.1	Prices shall be quoted in Kenya Shillings.
2.11	<b>Tenderers Eligibility and Qualifications.</b>
2.11.1	Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents demonstrating 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.	<b>Tender Security</b>  Tenders must be accompanied by a Tender Security of <b>Kshs. 180,000.00 (Kenya Shillings One Hundred Eighty Thousand Only)</b> from a reputable bank or from an insurance company approved by PPRA (formerly PPOA), payable to the Commission Secretary, Teachers Service Commission. The tender security must be valid for 150 days from the date of tender opening. Self-issued Tender Securities will not be accepted.

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.13	<b>Validity of Tenders</b>
2.13.1	Tenders shall remain <b>valid for 120 days</b> . 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	<b>Format and Signing of Tender</b>
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 document shall be initialed by the person or persons signing the tender.
2.14.3	The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
<p>2.15</p> <p>2.15.1</p>	<p><b>Sealing and Marking of Tenders</b></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, <b>The Secretary Teachers Service Commission P.O Box Private Bag-00100 Nairobi.</b></p> <p>b) bear, tender number <b>TSC/T/052/2020-2021</b> and name <b>Updating, Installation and Commissioning of Customer Relations Management Systems</b> the words: <b>“DO NOT OPEN BEFORE THURSDAY 8<sup>TH</sup> APRIL, 2021 at 9.00 am</b></p>
<p>2.15.3</p>	<p>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>2.15.4</p>	<p>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.</p>
<p>2.16</p> <p>2.16.1</p>	<p><b>Deadline for Submission of Tenders</b></p> <p>Tenders must be received by Teachers Service Commission addressed to <b>The Secretary Teachers Service Commission P.O Box Private Bag-00100 Nairobi not later than THURSDAY 8<sup>TH</sup> APRIL, 2021 at 9.00am</b></p>
<p>2.16.2</p>	<p>Teachers Service Commission may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of Teachers Service Commission and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.</p>



INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.16.3	Bulky tenders which will not fit in the tender box shall be received at <b>Procurement Office located at 2nd Floor Podium Wing.</b>
2.17	<b>`Modification and withdrawal of tenders</b>
2.17.1	The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by Teachers Service Commission prior to the deadline on <b>THURSDAY 8<sup>TH</sup> APRIL, 2021 at 9.00am</b>
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
2.18	<b>Opening of Tenders</b>
2.18.1	

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	Teachers Service Commission will open all tenders in the presence of tenderers' representatives who choose to attend <b>on THURSDAY 8<sup>TH</sup> APRIL, 2021 at 9.00am at the TSC House 3<sup>rd</sup> Floor Podium Wing.</b> The tenderers' representatives who are present shall sign a register evidencing their attendance.
2.18.2	The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Teachers Service Commission, at its discretion, may consider appropriate, will be announced at the opening.
2.18.3	Teachers Service Commission will prepare minutes of the tender opening, which will be submitted to the tenderers that signed the tender opening register on request in writing.
2.19  2.19.1	<b>Clarification of tenders</b>  To assist in the examination, evaluation and comparison of tenders Teachers Service Commission may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
2.19.2	Any effort by the tenderer to influence Teachers Service Commission's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.
2.20  2.20.1	<b>Preliminary Examination and Responsiveness</b>  Teachers Service Commission will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
2.20.2	There shall be no correction of errors. Bids with arithmetic shall be rejected in conformity to the PPADA 2015.

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.20.3	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 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><b>Conversion to a single currency</b></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><b>Evaluation and comparison of tenders.</b></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</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.22.4	<p>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><b><i>Preliminary/Mandatory Evaluation:</i></b> 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 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>
2.22.5	<p>a) <b>Technical Evaluation:</b> 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) <b>Financial Evaluation:</b> 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>
2.22.6	<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>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	<p>c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing</p> <p>d) Shall not be debarred from participating in public procurement</p>
<p>2.23</p> <p>2.23.1</p> <p>2.23.2</p>	<p><b>Contacting the procuring entity</b></p> <p>Subject to paragraph 2.19, no tenderer shall contact Teachers Service Commission on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.</p> <p>Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.</p>
<p>2.24</p> <p>2.24.1</p> <p>2.24.2</p> <p>2.24.3</p>	<p><b>Award of Contract</b></p> <p>a) <b>Post qualification</b></p> <p>Teachers Service Commission will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.</p> <p>The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as Teachers Service Commission deems necessary and appropriate.</p> <p>An affirmative determination 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</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.24.3	evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.
	<p>b) <b>Award Criteria</b></p> <p>Subject to paragraph 2.29 Teachers Service will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.</p>
2.24.4	Teachers Service Commission reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for Teachers Service Commission action. If Teachers Service Commission determines that none of the tenderers is responsive; Teachers Service Commission shall notify each tenderer who submitted a tender.
2.24.5	A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement
2.25	<b>Notification of award</b>
2.25.1	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.
2.25.2	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.

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.26	<b>Signing of Contract</b>
2.26.1	At the same time as Teachers Service Commission notifies the successful tenderer that its tender has been accepted, Teachers Service Commission will simultaneously inform the other tenderers that their tenders have not been successful.
2.26.2	Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return <b>it</b> to Teachers Service Commission.
2.26.3	The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
2.27	<b>Performance Security</b>
2.27.1	The Successful Tenderer shall furnish Teachers Service Commission with a performance Security equivalent to 10% of the contract price.
2.28	<b>Corrupt or Fraudulent Practices</b>
2.28.1	Teachers Service Commission requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
2.28.2	Teachers Service Commission will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
2.28.3	Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

### SECTION III GENERAL CONDITIONS OF CONTRACT

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

### **3.1 Definitions**

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

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

### **3.2 Application**

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

### **3.3 Standards**

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

### **3.5 Patent Right's**

The tenderer shall indemnify the 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 .

### **3.6 Performance Security**

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

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

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable the Teachers Service Commission and shall be in the form of a Bank Guarantee recognized in Kenya and regulated under CBK.

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

### **3.7 Inspections and Tests**

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

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

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

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

### **3.8 Payment**

3.8.1 The method and conditions of payment to be made to the tenderer under this tender shall be as prescribed in the SCC

### **3.9 Prices**

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

### **3.10 Assignment**

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

### **3.11 Termination for Default**

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.

- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.12 Termination of insolvency**

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

### **3.13 Termination for convenience**

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

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

### **3.14 Resolution of disputes**

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

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract

dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15 Governing Language**

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

### **3.16 Force Majeure**

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

### **3.17 Applicable Law.**

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

### **3.18 Notices**

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

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

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.3	<b>Standards</b>
3.3.1	The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements
3.5	<b>Patent Right's</b>  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.
3.6	The Successful Tenderer shall furnish teachers service commission with a performance security equivalent to 10% of the contract price in form of bank guarantee or cash from a reputable bank operating in Kenya regulated by CBK.
3.7	<b>Inspections and Tests</b>
3.7.1	Teachers Service Commission or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. Teachers Service

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
<p>3.7.2</p> <p>3.7.3</p> <p>3.7.4</p>	<p>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>
3.8	<p>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.</p>
3.9	<p>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</p>
3.10	<p><b>Assignment</b></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>
3.11	<p><b>Termination for Default</b></p>





GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.13.1	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.
3.13.2	For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.
3.14	<p><b>Resolution of disputes</b></p> <p>Teachers Service Commission and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract. If both parties fails, either party may refer the matter to the Dispute Arbitration of Kenya or a Judicial review.</p>
3.15	<p><b>Governing Language</b></p> <p>The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language</p>
3.16	<p><b>Force Majeure</b></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	<b>Applicable Law.</b>

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
	The contract shall be interpreted in accordance with the laws of Kenya .
3.18	<p><b>Notices</b></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 Service Commission, Private Bag – 00100 Nairobi or <a href="mailto:ddprocurement@tsc.go.ke">ddprocurement@tsc.go.ke</a></p> <p>A notice shall be effective when delivered or on the notices effective date, whichever is later.</p>

## EVALUATION CRITERIA

### PRELIMINARY REQUIREMENTS (MANDATORY)

S/NO.	REQUIREMENTS	Yes/No
1.	<b>Must</b> submit a copy of Certificate of Incorporation/ Registration	
2.	<b>Must</b> Submit valid copy of Tax Compliance Certificate/Exemption Certificate up to the date of tender closing. For tenderers whose TCC or Exception Certificates expires on or within 30 after the date of Tender closing, attach a valid paid up renewal receipt.	
3.	<b>Must</b> attach a valid copy of valid Trade License/Business permit from the relevant county government.	
4.	<b>Must</b> attach 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.	<b>Must</b> provide a copy of CR12 for Limited companies or ID for sole proprietor showing list of companies Director/s.	

6.	<b>Must</b> duly fill up, sign and stamp the attached Confidential Business Questionnaire in the format provided.	
7.	<b>Must</b> fill, sign and stamp the attached Non-Debarment form in the format provided.	
8.	<b>Must</b> fill, sign and stamp the attached integrity Declaration form in the format provided.	
9.	<b>Must</b> dully fill up, signed and stamp the attached Form of tender in the format provided. The tender sum amount in figures <b>must</b> 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 shall lead to automatic disqualification	
10.	<b>Must</b> Fill the Price Schedule in the format provided. The total bid price must be TRANSFERRED to the Form of Tender as the tender price.	
11.	The firm <b>must</b> be an authorized and certified gold partner for the CRM they wish to supply and deliver.	
12.	<b>Must</b> provide evidence of being a citizen contractor as provided in the CR 12 form	
13.	Vendor must be registered with the ICT Authority of Kenya in the Category of System and Applications	
14.	Must provide an original Tender Security of <b>Kshs. 180,000.00</b> in form of a Bank Guarantee from a reputable financial institution or an insurance company approved by <b>PPRA valid for 150 days.</b>	

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

## 2. **TECHNICAL CRITERIA EVALUATION I**

All the bidders are required to provide sufficient information and indicate Yes/No to indicate the compliance with the functionality mandatory requirement.

No.	Requirement	Functionality Mandatory requirements (Yes/No) Avoid the use Standard	Reference/Compliance support Information
1.	The system must be an on premise installation solution		
2.	The system must Integrate and authenticate users via Active Directory		
3.	Solution must integrate with existing SRP-350III Printers		
<b>A</b>	<b>Contact Management</b>		
1	Provide contact management features that allows users to easily create contacts and view contact information in a consolidated way. ( There will be integrated with the core system and records will be pulled from the core system to the CRM)		
2	Allow users to track all interactions, schedule appointments, manage to-do items, support requests methodology, and collaborate with contacts		
3	Allows multiple individuals or departments to collaborate on an issue or case for a client or a group of clients		
4	Keep track of customer requests and issues by creating support cases and allow users to escalate, reassign or put a case back into the service queue		
5	Maintain customer activity history for reporting and tracking purposes		
6	Help users manage tasks more efficiently while ensuring tasks are completed on schedule( Escalation, reminders, timers as per the service charter)		
7	Enable users to link all appointments to the specific contact, a project folder or a team member that can be set as recurrent all day or a specific time		
8	When a task is created in the CRM, it should be automatically linked to the corresponding customer account		
9	Provide users the functionality to store customer data and contacts in a location where multiple users can access from multiple systems		

No.	Requirement	Functionality Mandatory requirements (Yes/No) Avoid the use Standard	Reference/Compliance support Information
10	Enable users to link all appointments to the specific contact, a project folder or a team member that can be set as recurrent all day or a specific time		
11	Enable internal customer representative teams to share information on a common platform and eliminate overlapping activities on different functions		
12	Embed chat on the website and provide for logging of cases in CRM from website.		
13	The CRM must be integrated with the existing Commission's systems upon commencement of the project		
<b>B</b>	<b>Case Management</b>		
1	The system shall be a workflow based solution and should be able to support more than one workflow/ business process.(integration with EDMS to avoid duplication in case management)		
2	The system should allow for business users to be able to assemble the structure of a specific case by defining the rules, participants and GUI components		
3	The system shall provide for users to be able to add unexpected events, tasks and rules to existing case processes		
4	The system shall provide for the saving of assembled case processes as templates that can be reused in future cases		
5	The system shall identify events, tasks and deadlines and other types of case associations		
6	The system shall identify all parties related to a case. Such will include merger file applicants, complainants, subjects under investigations, witnesses, litigation parties etc.		
7	The system should provide the capability of taking notes and assigning them to certain activities within a case		
8	The system should provide the ability to close a case and reopen it in future.		
9	The system should be able to provide its output compatible to standard Microsoft Office documents' format		

No.	Requirement	Functionality Mandatory requirements (Yes/No) Avoid the use Standard	Reference/Compliance support Information
10	The system should schedule and track events associated with cases (Clients should be able to track their case status using a short code or USSD and portal)		
11	The system should distinguish between mandatory events and other events that are necessary to proceed with a case		
12	The system should generate calendars of individuals and departments that shows future events (synchronize with email system)		
13	The system should be able to assign cases to determined parameters e.g. cases can be routed to different directorates or sections based on the categorization		
14	It should identify and show completed, scheduled, pending and overdue actions for cases (Identify, send alerts and escalate cases)		
15	The system shall have an automatic case number assignment that shall follow a sequence depending on the workflow/business process for a specific case ( case number should be maintained in the integrated systems)		
16	The system shall allow attachments and other additions that include but not limited to comments and other attachments (integration with EDMS, the documents should be digitized and stored in EDMS)		
17	The system shall allow an officer working on a case to redirect the case to a person who is not the one the default workflow is assigned to. The system should send the default workflow recipient an email notification to show that the case has be redirected from him to another party		
18	The system shall at any one time give a position on the status of an individual case		
19	The system shall have a case history showing how long the case has been handled and each individual who has had the case, how long it took and the task completed by each individual		

No.	Requirement	Functionality Mandatory requirements (Yes/No) Avoid the use Standard	Reference/Compliance support Information
20	The system shall keep the outcome of each case in its case history		
21	The system shall be able to track the caseloads at the organizational level, departmental level and individual level		
22	The system proposed solution should be able to support compliance with timeline requirements through issuing email alerts to necessary parties when certain activity timelines are about to lapse		
23	The system proposed solution should have the capability to set different timeline for different workflows and different timelines for different cases that follow the same workflow		
24	The system should retain an entire case history of any case		
25	The system should have correspondence capabilities where emails can automatically be send to case parties at various stages		
26	The system shall have the capability to accept applications from external users through the internet. This shall be through the filling in of electronic forms and attaching of the documents to applications		
27	The system should provide a centralized database of all parties that are related to a case		
28	The system should have the ability to relate multiple contacts to a case		
29	The system should have the ability to associate one contact with more than one case		
30	The system should have the ability to detect duplicate entries before they are created, duplicate detection rules will be defined. Case types will be pre-defined to avoid duplication		
31	The system should allow records to be associated to more than one case to prevent duplication		
32	The system should have the ability for users to search for content using the parties to the case, TSC No, ID No, case type, key words and phrases and wildcards		

No.	Requirement	Functionality Mandatory requirements (Yes/No) Avoid the use Standard	Reference/Compliance support Information
33	The system should have the ability to handle electronic records including documents, photographs, audio files, video files and electronic mail (the documents should be digitized and saved in EDMS where they are recalled when accessing a case.)		
34	The system should be able to accommodate the handling of large scanned documents. In some cases the documents could average 300 pages (integration with EDMS)		
35	The system should export case data into common formats such as XML, Excel, CSV etc.		
<b>C</b>	<b>Internal Help Desk/ Ticketing</b>		
1	The proposed solution should be able to log a service request from users		
2	The proposed solution should be able to generate different workflows for different issue types		
3	The proposed solution should be able to automatically send out notification emails to administrators when an issue is logged		
4	The proposed solution should be able to automatically send out emails to users when their issue has been received and is being acted upon (users should be able to track the progress of their cases)		
5	The proposed solution should have pre-defined case types for users to select from when logging in a case		
6	The proposed solution should be able to match new requests against existing requests. Should not allow duplicate requests		
7	Ability to create and track threading of and communications concerning a raised ticket		
8	The proposed solution should generate unique case/ticket number for each request		
9	The proposed solution should store historical incident information		
10	The proposed solution should have the ability for users to initiate tickets on behalf of others		



No.	Requirement	Functionality Mandatory requirements (Yes/No) Avoid the use Standard	Reference/Compliance support Information
11	The proposed solution system should be able to support SLA agreements and triggers ((applies to contract management where an officer can fill in scheduled maintenance dates alongside maintenance particulars and have reminders sent periodically either by text or email to both the contractor and officer managing the contract)		
12	The proposed solution should have the ability to set priority and severity levels (applies to ticketing where either the officer raising an issue or the officer receiving the ticket can decide various severity levels eg low, medium, high, critical etc. this will determine how fast a particular issue will be resolved or escalated.)		
13	The proposed solution should have the ability to attach documents to a request		
14	It should have the ability to auto escalate requests based on set timelines		
15	It should have the ability to log time spent on each request and escalate pending requests		
16	It should have the ability to do ICT equipment inventory management (Should come with a discovery tool that should identify and keep inventory of all hardware, operating systems and IP addresses)		
17	It should have the reporting ability to analyse tickets by several attributes and the aspect of data portability to other formats such as XML, Excel, CSV etc.		
18	The ticketing system should have a request for approval and escalation mechanism that will allow for at least 3 levels		
<b>D</b>	<b>Social Media Listening and Search Engine Optimization</b>		
1	The system should allow users to access and follow trends from the Social Media pages (Facebook and Twitter) from a single interface		
2	The System should allow users to convert Twitter Post & Facebooks posts to cases		

No.	Requirement	Functionality Mandatory requirements (Yes/No) Avoid the use Standard	Reference/Compliance support Information
3	The system should allow users to fetch and analyze insights from posts in the social media platforms		
4	System should be able to mine keywords and other information from social services and aggregate into a dashboard displaying top-level graphs. Sentiment analysis		
5	System Should be able to recommend new social media trends, campaign modules and insights on top influencers.		
6	Ability to support social media communities to track customer / client information		
7	Ability to support social media functions such as tagging, bookmarking etc.		
8	Ability to export knowledgebase articles so the users can post and share those articles on social media platforms on an automated basis		
9	Incorporate social profile data to enhance segmentation and scoring, including name, location, and description of social activity		
10	Allow users to track social sharing		
11	Gain insights into content sharing, social conversion rates and impact of social media on bottom line		
12	Let users create RSS feeds of articles to which visitors can subscribe		
13	A unified inbox for all social media messages		
14	Tracking and notification on unresponded posts or messages		
<b>F</b>	<b>Reporting and BI</b>		
1	Detailed reports and dashboards from CRM or other systems integrated with CRM to help in decision making e.g. staffing analysis etc		
2	Forecasting tools that allow users to accurately predict staffing needs		
3	Dashboards that show real-time information about staffing status, budget allocation absorption and complaints and resolutions made etc.		
4	Business Intelligence features that can accurately monitor and measure		

No.	Requirement	Functionality Mandatory requirements (Yes/No) Avoid the use Standard	Reference/Compliance support Information
	customer service factors, customer satisfaction.		
5	Allow users to create their own dashboards and reports		
<b>G</b>	<b>Call Centre Operations (Voice-over-Internet-Protocol Integration)</b>		
1	Ability to manage inbound and outbound calls from within the CRM, displaying key details of the call (such as the name of the contact, email address, and telephone number) instantly. Should give a 360 degree view of the customer		
2	Ability to have compatibility with VoIP standards for its efficient functioning.		
3	Ability to select the path of outbound communications traffic based on the least cost tariff		
4	Ability to enable SIM Gateway used for handling outbound and inbound SMS campaigns. Ability to integrate messages received on SIM Gateway to Call Center and from Call Center to SIM Gateway.		
5	Ability to use any SIP service provider, gateway, PBX or device, to have the flexibility to use the provider and equipment that best fit our needs.		
6	Ability to configure all aspects of SIP trunking from any location, administer settings, view call history data, access invoicing and more from admin portal		
7	Ability to integrate with VOIP phones in the CRM which checks if the caller ID matches one of the contact's phone numbers in which case, the contact's information will pop-up on the screen.		
8	Ability to make outbound calling. All details of inbound or outbound calls are captured instantly by logging the call details. With the ability to add notes during the call, every vital detail and requirement of the customer is stored for future references.		
9	Ability to support for outbound and inbound messages.		
10	Ability to run inbound campaigns with Multi-level and fully definable interactive voice response system with the possibility of choosing the path by		

No.	Requirement	Functionality Mandatory requirements (Yes/No) Avoid the use Standard	Reference/Compliance support Information
	the caller, authorization, redirection in case of overflow, redirection depending on date and time (e.g. holidays), playing announcements, defining operations in case caller chooses an incorrect option, voicemail settings, music on hold (MOH) settings and queuing capabilities.		
11	Ability to create and define IVRs for different call center activities.		
12	Ability to initiate Intelligent call routing to the best-qualified operator or best possible queue to ensure the customer's query is resolved at the earliest time possible.		
13	Ability to integrate to call billing system and generate monthly call usage as well as auto generate monthly reports for outbound calls per operator per department		
14	Ability to play a pre-recorded messages on off-days, holidays, out of office hours, outage etc to allow self-service for the customers.		
15	Ability to handle high volume calls and streamline the calls to enable seamless customer support and reduce customer waiting time.		
16	Ability to allow multi-level flow in the IVR. Using multiple pre-recorded messages ensure the customer is routed to the right operator.		
17	Ability for IVR to allow directly forwarding calls to the on-field team and other employees using multiple mediums such as a mobile phone.		
18	Ability to assign calls based on preset parameters like the number of operators available, the number of operational lines and average time an operator spends on a call, predictive dialer algorithms calculates exactly when it should make the next call and assign to the available operator.		
19	Ability to allow users to send hundreds and thousands of pre-recorded voice messages instantly and simultaneously to a database of customers.		

No.	Requirement	Functionality Mandatory requirements (Yes/No) Avoid the use Standard	Reference/Compliance support Information
20	Ability to allow supervisor to run outbound and inbound campaigns simultaneously.		
21	Ability to create queues and assign them to teams		
22	Ability to create extensions and assign them to specific teams		
23	Ability to get dashboards with relevant and important call reports such as the number of call drops, the number of missed calls, etc. to ensure informed decision making.		
24	inbound calls can be converted to cases		
<b>H</b>	<b>Call Center Operations (training for call centre staff requirement's)</b>		
1	Ability to showcase Call center service catalog in one window and allow call centre operators to easily pick and choose required services.		
2	Ability to keep operators updated on ticket progress and automated notifications and allow them to communicate with customers through one interface		
3	Ability to enable operators to solve incidents by accessing relevant solutions in the knowledge base.		
4	Ability to reduce walk-ins, missed calls, and duplicate tickets by making company-wide case management		
5	Ability to initiate manual dialling which ensures the operator is free to choose the number he/she wishes to dial at a given time. The operator decides whether he/she wants to call the given customer or go over to the next record, and how long (or short) he/she wants to analyses the customer data and prepare for the call. When the operator is ready, he/she presses the "call" button, waits for the connection and ends the call manually.		
6	Ability to initiate progressive dialing which gives the operator no possibility to skip a phone number or decide when to start dialing – the time for analyzing the customer data is set in the system by the administrator and, after it is over, the next number is dialed.		

No.	Requirement	Functionality Mandatory requirements (Yes/No) Avoid the use Standard	Reference/Compliance support Information
7	Ability to simultaneously work with many communication channels defined in the system.		
8	Ability to have availability of records to be handled in bulk calls, defined based on privacy and contact history.		
9	Ability to assign a given record to a specific operator. Only the assigned operator will be able to handle such record.		
10	Ability to route incoming calls according to a strictly defined list and order of operators.		
11	Ability to keep order of operators established randomly for each call.		
12	Ability to make sure the call is first routed to the operator who has handled fewest calls so far. Then the order is determined randomly.		
13	Ability for all incoming calls to be routed simultaneously to all free operators. The operator who answers the call first will be able to handle the call.		
14	Ability to route calls to operators based on their skills and the skills required by the given record.		
15	Ability to have group of operators to which the call can be routed, determined on the basis of the skills required by the record. The operator whose skills best match the skills required by the record will be first in the queue. Every call has a preset record parameter that defines its handling priority. The higher the priority, the faster it is routed to an operator. The weight of the call changes over time in a manner strictly defined by the user.		
16	Ability to handle special type of queues defined for handling emergency situations, e.g. excessive wait time, too many simultaneous calls.		
17	Ability to create campaign target performance statistics, updated in real time, live tracking of customer service by operators, preview of active IVR calls, emails, SMS messages or active chat sessions.		

No.	Requirement	Functionality Mandatory requirements (Yes/No) Avoid the use Standard	Reference/Compliance support Information
18	Ability to preview records with the “contact again” status – in a daily, weekly or monthly view.		
19	Ability to enable the System Administrator creates an account in the user interface then the attached softphone receives the configuration via LAN or Internet.		
20	Ability to enable the system to automatically redial a number that the operator was not able to reach. Definable number of call attempts and call intervals. Possibility to define various behaviors depending on the call status (not answered, wrong number, busy)		
21	Ability to divide operators into groups which can then be assigned to a campaign or a queue. Each group may have a required set of skills.		
22	Ability to enable automatic dialing mode, which learns the pace and availability of individual operators and, based on this data, it decides when to dial the next phone number. Operators are not able to decide what numbers to dial and when. Dialing starts when one of the operators is likely to be available in a moment, i.e. already in the course of the previous call or right after it ends. The operator handles only answered calls.		
	Ability to conduct an automatic survey, specify on what days and at what time the survey is to be conducted, set a specific or a random number for survey presentation, specify questions and possible answers, survey results available in a report.		
24	Ability to route telephone calls from bulk calls to various telecommunications routes that have been connected to the Call Center.		
25	Ability to record calls with a possibility of managing the recordings (tagging, playing back, and grouping, downloading recordings). Recorded calls can be stored until a defined duration of months. e.g. a recording made in		

No.	Requirement	Functionality Mandatory requirements (Yes/No) Avoid the use Standard	Reference/Compliance support Information
	February is deleted on the first day of April		
26	Ability to facilitate creating and configuring a call scenario with the possibility of formatting the information to be displayed in the script (text formatting, inserting images, web links) in the WYSIWYG mode. It also enables defining form fields and, consequently, setting up the script path (call scenario) and the call summary options.		
27	Ability to create an automatic survey to elicit information on service quality from the customer: directly after ending the call with the operator or after a specific time from the end of the call.		
28	Ability to assign a record to be handled by the operator who contacted the customer last time.		
29	Ability to enables recording information on unsuccessful contact attempts, the system calls back the indicated number automatically after a defined time. Possible configuration for every unsuccessful contact attempt or the caller may decide if he/she wants to be called back.		
30	Ability to enables the supervisor to get involved in the conversation: silent monitoring allows the supervisor to listen in on the call without the possibility of interaction with the participants; whispering allows the supervisor to give additional advice to the operator.		
31	Ability to define alerts about events occurring during the work of the operators and the system.		
32	Ability to define breaks for operators, including their causes. Available break types: confirmation required, initiated by the supervisor, dependent on defined conditions, e.g. the number of operators currently on break.		
33	Ability to evaluate calls conducted by the operators using definable criteria.		
34	Ability to define categories (e.g. mobile numbers) or specific numbers that cannot		



No.	Requirement	Functionality Mandatory requirements (Yes/No) Avoid the use Standard	Reference/Compliance support Information
	be dialed. The restriction applies to the entire platform or to selected campaigns only.		
35	Ability to allow custom web application window to fully integrated with the call center. The appearance of the web interface to be fully configurable, with the possibility of adding different web windows.		
36	Ability to assign notifications and to filter the notification list by user groups created in the system		
37	Ability to save and retrieve settings of the filter for browsing the notification list. Each operator to be able to create any number of notification list views.		
38	Ability to configure in the campaign a set of operations that need to be performed on the notification at the operator's request, e.g. status setting, assigning notification to a group or operator or preparing a predefined email response. Each macro may trigger a number of operations, one after another.		
39	Ability to configure in the campaign a set of operations that need to be performed on the notification subject to occurrence of defined conditions. A business rule may be triggered by events, e.g. an email or SMS message with specific content is received, specific content is found in the subject of the email, the specified status, type, or priority has been set on the notification, or a rule may be activated subject to fulfilment of time conditions, e.g. a specific period of time has lapsed from generation of the notification. Rules may be combined, i.e. one rule may trigger another rule.		
40	Ability for an operator to be granted the possibility to assign a notification to another operator or group.		
41	Ability for the operator can be granted the possibility to open and supplement a predefined script and to add the same to the notification. A number of scripts may be added to a single notification.		

No.	Requirement	Functionality Mandatory requirements (Yes/No) Avoid the use Standard	Reference/Compliance support Information
42	Ability to define translations for automatic emails, SMS and email message templates as well as notification statuses, types and priorities. For every campaign, queue and record, the service language may be defined on the basis of which the system automatically provides the right translation in communication with the client.		
43	Ability to define and embed a notification collection form on the website. Every instance of completion of the form shall automatically generate a notification on Call Center platform		
44	Ability to assign numerical value to the campaign and classifiers with the marked success feature. The systems adds up the values if a given classifier has been set and compares the result against the value assigned to the campaign on a daily, weekly or monthly basis and from the whole period of duration of the campaign.		
45	Ability to assign numerical values to the classifiers with the success feature and possibility to define the values that must be achieved by the operator within the framework of the specific campaigns and within the set time limit. The systems adds up the values if a given classifier has been set and compares the result against the value set for the operator.		
<b>I</b>	<b>Knowledge Base Management</b>		
1	this tool can be used to condense all system manuals into one repository that will ease access and also centralize management of system manuals, policies, contracts, and various other documents as need may arise		
2	Manage the creation of knowledge-based content, with features such as custom document statuses, review alerts, adding review steps, etc. email notifications on changes to documents or addition of new documents		
3	Advanced search capabilities		
4	Support for various features as such as FAQs, tree-based search, full text search,		

No.	Requirement	Functionality Mandatory requirements (Yes/No) Avoid the use Standard	Reference/Compliance support Information
	document attribute search, natural language queries, case-based reasoning, refining existing searches		
5	Ability to enable users to generate documents outlining how their products operate as well as policies and procedures detailing how to support them.		
6	Ability to manage the creation of knowledge-based content, with features such as custom document statuses, permission-based reviews, support for review queues, review alerts, adding review steps, etc.		
7	Ability to support multi language queries with capabilities to retrieve answers with the specific key words		
9	Ability to make it easy for operators to access the relevant documents to get answers to all their questions independently and instantly.		
90	Ability to analyze ticket subject and body and look through the knowledge base database to suggest relevant articles and solutions and surface them right next to the ticket.		
10	Ability to provide quality of knowledge base content with a streamlined approval mechanism.		
11	Ability to create organized knowledge articles under configurable topics to let end users and operators easily browse and access.		
12	Ability to include rich text, images, and attachments to the knowledge base content.		
<b>J</b>	<b>Workflow Automation and Staff Management</b>		
1	Allow users to create and schedule tasks		
2	Help users track tasks and activity status		
3	Automatically create and assign tasks to staff based on predetermined prompts set in parameters		
4	Maintain database of current and past employees with their history		
5	Store data in a manner that corresponds to the designation of the people in the organization		

No.	Requirement	Functionality Mandatory requirements (Yes/No) Avoid the use Standard	Reference/Compliance support Information
6	Provide a community calendar that lists all staff tasks and deadlines		
7	Tool to track the performance of each employee as they interact and work with contacts		

**Only bidders who meet all the requirement shall proceed to Technical Evaluation 11**

## **TECHNICAL EVALUATIONII**

S/NO.	TECHNICAL REQUIREMENTS	MAX SCORE
1	<p>a. Firm's years of experience in Installation of CRM systems Each year @ 2 marks per year</p> <p>b. Documentary evidence of similar assignment and volume undertaken in the last five (5) years in reputable organizations including Government Ministries, Parastatals Departments or Private firms. Attach either LPOs or signed Contracts or Completion Certificate properly signed by an accounting officer @ 3 marks per document.</p> <p>c. Bidder must provide Recommendation Letters from at least 5 (Five) reputable firms for either on-going works or completed works where they have maintained the similar solution satisfactorily @ 3 marks per firm.</p> <p>d. Vendor must demonstrate capacity to have implemented a similar CRM SYSTEM in two other sites.</p>	<p>10</p> <p>15</p> <p>15</p> <p>10</p>
2	<p><b>Key professional staff qualifications and competence for the assignment</b></p> <p><b>Team Leader;</b> (Attach Evidence showing that you were involved in a similar work as Team Leader in the last (5) five years for at least five clients. Attach resume, academic certificates, professional certificates, @ 2 marks</p>	10
3	<p><b>Technical Staff</b> Provide at least four professional staff who will undertake the exercise with at least Academic Certificate in Computer Science, Information Technology or any other related field from a recognized learning institution. (2 marks each staff) (Attach copies of Degree/Diploma certificates and resume )</p>	8
4	Specific experience of the key staff in Installation of CRM System for the last five years (Attach Appointment letter) (4 mark for each year up to a max of 3 marks for each staff)	12
5	<p>a. Audited accounts for 2017 and 2018: @ 5 Marks</p> <p>b. Adequate working capital (current ratio of 1.5-2.0) :5 Marks</p> <p>c. Profitability ratio of between 1.5 &amp; 2.0: 5 Marks</p>	20

NB: Tenders that shall have score 70% and above shall proceed to the Financial stage and those that shall have not have attain a minimum pass marks of 70 shall be declared Non responsive and will be eliminated from the evaluation process and will therefore, not be considered for financial evaluation.

## **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

## **POST QUALIFICATION/ CONFIRMATION OF QUALIFICATIONS**

TSC reserves the right to undertake due diligence on the successful bidder prior to the award of the Tender; and even after the award of the Tender to ascertain the correctness of the information provided.

## **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 which has offered the lowest evaluated tender price, subject to being responsive to all qualifications and evaluation criteria. The assignment is expected to commence immediately on signing the contract.

## **SECTION V – SCHEDULE OF REQUIREMENTS**

### **Scope of work**

The Commission is currently running Microsoft Dynamics CRM 2011 and is looking to upgrade. The Commission expects the bidder to integrate the CRM with the its existing systems hosting the teacher's information/data, the Microsoft mailing system, telephony system amongst others as may be required.

The tasks include;

1. Upgrading and Commissioning of Customer Relations Management System;
2. Training of fifty (50) system users
3. Training a team of ten (10) technical staff (Programmers and Systems Administrators)
4. Provision of training user guides, set up and configuration documents based on the TSC set-up in soft.
5. Sign off will be dependent on the provision of the above mandatory requirements and signed user acceptance report

## **SECTION VII- STANDARD FORMS**

### **Notes on standard forms**

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



## **SECTION VI - STANDARD FORMS**

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

## 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]*

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

provide.....

.....

.....*[description of*

*services]* in conformity with the said tender documents for the sum of

.....

.....

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

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

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

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

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

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

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

*[signature]*

*[In the capacity of]*

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

## PRICE SCHEDULE OF SERVICES

### 1. NAME OF TENDER: UPGRADING, INSTALLATION, TESTING AND COMMISSIONING OF CUSTOMER RELATIONS MANAGEMENT SYSTEM

**TENDER NUMBER: TSC/T/052/2020-2021**

S/N	Item Description	Total Amount Inclusive VAT	Deliver Period
1.	Upgrading, Installation and Commissioning of Customer Relations Management System		
2.	Training for fifty (50) system users		
3.	Training for Ten (10) Technical Staff (Programmers and Systems Administrators)		
<b>Total Amount Inclusive VAT</b>			

Name of the Tenderer.....

Signature of the Tenderer.....

Rubber Stamp of tenderer: .....

## CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between..... [name of procurement entity] of .....[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part. WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

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

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

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

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

	<b>Part 2 (a) – Sole Proprietor</b>
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details.....
	<b>Part 2 (b) – Partnership</b>
	Given details of partners as follows Name                      Nationality                      Citizenship details                      Shares 1. .... 2. .... 3. .... 4. ....
	<b>Part 2 (c) – Registered Company</b>
	Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows Name                      Nationality                      Citizenship details                      Shares 1. .... 2. .... 3. .... 4. ....
	Date.....Signature of Candidate.....

## TENDER SECURITY FORM

Whereas .....[name of the tenderer]  
(hereinafter called “the tenderer”)has submitted its tender dated.....[date of  
submission of tender ] for the provision of

.....[name and/or description of the services]  
(hereinafter called “the Tenderer”) .....

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

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

Sealed with the Common Seal of the said Bank this\_\_\_\_\_ day of20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

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

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

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

---

[signature of the bank]

## PERFORMANCE SECURITY FORM

To:

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

WHEREAS..... [name of tenderer]

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

No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_ to  
supply.....

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

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

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

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

*[amount of the guarantee in words and figures],*

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

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

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

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

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

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

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

*(Amend accordingly if provided by Insurance Company)*

## **BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....

[name of tender] .....

Gentlemen and/or Ladies:

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

.....

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

of .....

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

We, the .....

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

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

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

Yours truly,

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*



## LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

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

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

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

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

Tender Name\_\_

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

\_\_\_\_\_

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

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

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

*(FULL PARTICULARS)*

SIGNED FOR ACCOUNTING OFFICER

## 8.10 NON-DEBARMENT STATEMENT

I/We/Messrs.....  
of ..... Street/avenue, ..... Building, P. O. Box .....Code ....., of  
..... (town), ..... (Nationality), Phone ..... E-mail  
..... declare that I/We /Messrs.

..... are not debarred from participating in public  
procurement by the Public Procurement Oversight Authority pursuant to pursuant to  
Section 62 of the Public Procurement & Asset Disposal Act, 2015

Dated this ..... day of ..... 20.....

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

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

## INTEGRITY DECLARATION

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

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

Tender name: .....

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

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

Name and Title of  
Signatory.....

## 9.0 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 [8<sup>th</sup> April, 2021], 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

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

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

**SIGNED**  
**Board Secretary**