

TEACHERS SERVICE COMMISSION



INVITATION TO TENDER

COMPETITION FOR DEVELOPMENT OF TEACHERS SERVICE COMMISSION VISION, MISSION STATEMENTS AND LOGO

TENDER NO: TSC/DC/01/2021/2022

TENDER FOR COMPETITION FOR THE DEVELOPMENT OF TEACHERS SERVICE COMMISSION VISION, MISSION AND LOGO

RESERVED FOR TEACHERS IN BOTH PRIVATE AND PUBLIC SCHOOLS, LEARNERS IN BOTH PRIVATE AND PUBLIC, TEACHERS COLLEGES, KISE, CEMASTEVA, KENYA INSTITUTE FOR THE BLIND, BASIC PUBLIC/ PRIVATE LEARNING INSTITUTIONS AND SECRETARIAT STAFF

CLOSING DATE: THURSDAY 23RD DECEMBER, 2021 AT 9.00AM

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SECTION I: INVITATION TO TENDER

TENDER NO: TEACHERS SERVICE COMMISSION/DC/01/2021/2022

TENDER NAME: COMPETITION FOR THE DEVELOPMENT OF THE TEACHERS SERVICE COMMISSION VISION, MISSION AND LOGO

1. The Teachers Service Commission now invites Teachers in both Private and Public Schools, Learners in both private and public, Teachers Colleges, KISE, CEMASTEAM, Kenya Institute for the Blind, Basic Public/ Private Learning Institutions and Secretariat Staff to compete in the Development of Teachers Service Commission, Vision, Mission and Logo.
2. Interested Teachers in both Private and Public Schools, Learners in both Private and Public, Teachers Colleges, KISE, CEMASTEAM, Kenya Institute for the Blind, Basic Public/ Private Learning Institutions and Secretariat Staff should provide information demonstrating that they have the required qualifications and relevant experience by adhering to the following:
 - a. Attach School Registration Certificate from the Ministry of Education for Basic Public/Private Learning Institution;
 - b. Attach Teachers Service Commission Registration Certificate for a Teacher;
 - c. Attach an Introduction Letter from the Principal or Head teacher for a Learner;
 - d. Attach an Introduction Letter from the Director or Head of the Division for a member of the Secretariat Staff.
3. The detailed Design Competition document be viewed and downloaded free from the website www.tsc.go.ke or www.tenders.go.ke . Tenderers who download the tender document must forward their particulars immediately to ddprocurement@tsc.go.ke to facilitate any further clarification or addendum.
4. All the bidders (*Teachers in both Private and Public Schools, Learners in both private and public, Teachers Colleges, KISE, CEMASTEAM, Kenya Institute for the Blind, Basic Public/ Private Learning Institutions and Secretariat Staff*) shall transfer all the Copyrights, intellectual Property rights and Patents relating to their design and shall become property of the Teachers Service Commission.

5. The best three designs of the Vision, Mission and Logo shall receive a price honorarium of Kshs. 40,000, Kshs. 30,000 and Kshs. 10,000 for the Winner, First runners up and Second Runners Up respectively for each of the three entries (Development of the Logo, Vision and Mission Statements).
6. Qualified and interested Teachers, Learners, Basic Public/ Private Learning Institutions and Secretariat Staff may obtain further information and inspect the Design Competition documents during office hours 8.00am to 4.00pm at the Teachers Service Commission Procurement office located at second floor Podium Wing.
7. Completed entries must be submitted through the Teachers Service Commission Website via the link <https://tsconline.tsc.go.ke/commission> on or before **Thursday 23rd December, 2021 at 9.00am.**
8. Interested Teachers in both Private and Public Schools, Learners in both private and public, Teachers Colleges, KISE, CEMASTEAK, Kenya Institute for the Blind, Basic Public/ Private Learning Institutions and Secretariat Staff must submit a maximum of two entries under each category(Logo, Vision and Mission statement)

**THE COMMISSION SECRETARY/CEO
TEACHERS SERVICE COMMISSION**

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 Teachers Service Commission Management members, Board members and their relatives (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 Teachers Service Commission to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Teachers Service Commission will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The tender document shall be free of charge.

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 Tenderers.
- i. Instructions to tenderers
 - ii. General Conditions of Contract
 - iii. Special Conditions of Contract
 - iv. Schedule of Requirements

- v. Transfer all copyrights, intellectual property rights and patents
- vi. Confidential business questionnaire form
- vii. Declaration form
- viii. Self-Declaration Forms

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

2.4 Clarification of Documents

2.4.1 A prospective candidate making inquiries of the tender documents may notify Teachers Service Commission in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. Teachers Service Commission will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by TSC. Written copies of the Teachers Service Commission 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 document. Teachers Service Commission shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

2.5.1 At any time prior to the deadline for submission of tenders, Teachers Service Commission for any reason, whether at its own initiative or in response to a clarification requested by the 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, Teachers Service Commission, 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 Teachers Service Commission, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language

provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

- (a) Documentary evidence established in accordance with Clause 2.8 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (b) Confidential business questionnaire

2.8 Tenderers Eligibility and Qualifications

- 2.8.1 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.
- 2.8.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to TSC satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.9 Validity of Tenders

- 2.9.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by TSC, pursuant to paragraph 2.14. A tender valid for a shorter period shall be rejected by Teachers Service Commission nonresponsive.
- 2.9.2 In exceptional circumstances, Teachers Service Commission 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. A tenderer granting the request will not be required nor permitted to modify its tender.

2.10 Format and Signing of Tender

- 2.10.1 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.

2.10.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The person or persons signing the tender shall initial all pages of the tender, except for un-amended printed literature.

2.10.3 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 initialled by the person or persons signing the tender.

2.11 Sealing and Marking of Tenders

2.11.1 Completed entries must be submitted through the TSC Website via the link <https://tsconline.tsc.go.ke/commission> on or before **Thursday 23rd December, 2021 at 9.00am.**

2.12 Deadline for Submission of Tenders

2.12.1 Tenders must be received by Teachers Service Commission via <https://tsconline.tsc.go.ke/commission> not later than **Thursday 23rd December 2021 at 9.00am.**

2.12.2 Teachers Service Commission may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of Teachers Service Commission and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.13 Modification and withdrawal of tenders

2.13.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders is received by Teachers Service Commission prior to the deadline prescribed for the submission of tenders.

2.13.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.11. 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.

2.13.3 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.

2.13.4 Teachers Service Commission may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.13.5 Teachers Service Commission shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.14 Opening of Tenders

2.14.1 Teachers Service Commission shall open all tenders online via the link provided on **Thursday 23rd December, 2021 at 9.00am** in the presence of tenderers or their representatives who choose to attend.

2.14.2 The tenderers' names, tender modifications or withdrawals, and the presence or absence of requisite tender security and such other details as Teachers Service Commission at its discretion, may consider appropriate, will be announced at the opening.

2.14.3 Teachers Service Commission will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.15 Clarification of tenders

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

2.15.2 Any effort by the tenderer to influence Teachers Service Commission tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

2.16 Preliminary Examination and Responsiveness

- 2.16.1 Teachers Service Commission will examine the tenders to determine whether they are complete, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.16.2 Teachers Service Commission may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.16.3 Prior to the detailed evaluation, pursuant to paragraph 2.17, 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.
- 2.16.4 If a tender is not substantially responsive, it will be rejected by Teachers Service Commission and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.17 Evaluation and comparison of tenders

- 2.17.1 Teachers Service Commission will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.18
- 2.17.2 The comparison shall be in accordance with the Public Procurement Asset and Disposal Act (PPADA), 2015 Sections 100 and 101 and the Public Procurement Asset and Disposal Regulation (PPADR), 2020 Regulation 88.
- 2.17.3 Teachers Service Commission Evaluation Committee will take into account, in addition to the above, the following factors, in the manner and to the extent indicated in paragraph 2.17.4 and in the technical specifications:
- (a) The evaluation criteria as outlined in this tender document;
 - (b) Deviations from that specified in the Special Conditions of Contract;
- 2.17.4 The tender evaluation committee shall evaluate the tender within 28 days from the date of opening the tender.
- 2.17.5 To qualify for contract awards, the tenderer shall have the following: -
- (a) Necessary qualifications, capability experience, services, equipment and facilities (where applicable) 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.

2.18 Contacting Teachers Service Commission

- 2.18.1 Subject to paragraph 2.15, no tenderer shall contact Teachers Service Commission on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.18.2 Any effort by a tenderer to influence Teachers Service Commission in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.19 Award of Contract

a) **Post qualification**

- 2.19.1 In the absence of pre-qualification, Teachers Service Commission will determine to its satisfaction whether the tenderers i.e. the best three design schemes selected in accordance with PPADA, 2015 Section101 and PPADR, 2020 Regulation 88 are determined to be the best design schemes for Teachers Service Commissions suitable use.
- 2.19.2 The determination will take into account the tenderer's design/technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as Teachers Service Commission deems necessary and appropriate.
- 2.19.3 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 Teachers Service Commission will proceed to the next best design scheme to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) **Award Criteria**

- 2.19.4 Teachers Service Commission will award the design to the successful tenderers i.e. the best three design schemes in accordance with PPADA, 2015 Section101 and PPADR, 2020 Regulation 88.
- 2.19.5 Reward for the designer of the chosen logo, Vision and Mission statement.

The selected winning logo, Vision and Mission statement will be awarded in order of merit as follows:

S/No	Design	Winner	First Runners Up	Second Runner Up
1.	Development of TSC Logo	Kshs. 40,000	Kshs. 30,000	Kshs. 10,000
2.	Development of TSC Mission	Kshs. 40,000	Kshs. 30,000	Kshs. 10,000
3.	Development of TSC Vision	Kshs. 40,000	Kshs. 30,000	Kshs. 10,000

2.19.6 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's action. If Teachers Service Commission determines that none of the tenderers is responsive; Teachers Service Commission shall notify each tenderer who submitted a tender.

2.19.7 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.

2.20 Procuring Entity Right to Vary quantities

2.20.1 Teachers Service Commission reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in other terms and conditions.

2.21 Procuring Entity Right to accept or Reject any or All Tenders

2.21.1 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's action.

2.22 Preference

2.22.1 Preference where allowed will be pursuant to PART XII of the Public Procurement and Asset Disposal Act, 2015.

2.22.2 Preference where allowed will be pursuant to PART XII of the Public Procurement and Asset Disposal Regulations, 2020.

2.23 Notification of award

- 2.23.1 Prior to the expiration of the period of tender validity, Teachers Service Commission will notify the successful tenderers i.e. the best three design schemes; in writing that their design proposals have been accepted.
- 2.23.2 The notification of award will signify the transfer of all copyrights, intellectual property rights and patents relating to their designs to Teachers Service Commission pursuant to clause 2.24. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.23.3 Upon the successful Tenderers furnishing the transfer of all copyrights, intellectual property rights and patents relating to their designs to Teachers Service Commission pursuant to paragraph 2.24, will promptly notify each unsuccessful Tenderer.

2.24 Transfer of all copyrights

- 2.24.1 At the same time as Teachers Service Commission notifies the successful tenderers i.e. the best three design schemes that their design proposals have been accepted, Teachers Service Commission will simultaneously inform the other tenderers that their designs have not been successful.
- 2.24.2 Pursuant with PPADA, 2015 Section 101 [1(b, vi)] and PPADR, 2020 Regulation 88; that any copyright or other intellectual property of the top three shall vest in the State.
- 2.24.3 Pursuant with PPADA, 2015 Section 101 (6 & 7) and PPADR, 2020 Regulation 88; all bidders shall undertake to transfer all copyrights, intellectual property rights and patents relating to their designs to Teachers Service Commission.

2.25 Corrupt or Fraudulent Practices

- 2.25.1 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.

2.25.2 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;

2.25.3 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: Instructions to The Tenderers

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

ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
2.1.1	Particulars of eligible tenderers: A Bidder may be Teachers in both Private and Public Schools, Learners in both private and public, Teachers Colleges, KISE, CEMASTEAK, Kenya Institute for the Blind, Basic Public/ Private Learning Institutions and Secretariat Staff to compete for the Development of TSC Vision, Mission and Logo.
2.4.1	The address for clarification of Tender documents is Attention: The Head Supply Chain Management, Teachers Service Commission Upper Hill Kilimanjaro Road P. O. Box Private Bag -00100 Nairobi. Email address: ddprocurement@tsc.go.ke
2.6.1	The Language of all correspondence and documents related to the Tender shall be English
	Alternative Tenders to the requirements of the Tender documents will NOT be permitted.
2.11.1	The Tender validity period shall be 120 days.
2.12.1	Completed entries must be submitted through in the TSC Website via the link https://tsconline.tsc.go.ke/commission on or before Thursday 23rd December, 2021 at 9.00am
2.14	The deadline for bid submission is: Thursday 23rd December, 2021 at 9.00am.

Preliminary/Mandatory Evaluation

2.15.1	The preliminary evaluation shall involve checking on mandatory requirements (MR) which include the following:		
No.	Parameters/Requirements	Compliance (Yes/No)	
1.	A copy of; <i>Basic Public/Private Learning Institution:</i> Attach School Registration Certificate from the Ministry of Education; <i>A Teacher:</i> Must attach TSC Registration Certificate <i>A Learner:</i> Must attach an Introduction Letter from the Principal or Head teacher <i>Secretariat Staff:</i> Must attach an Introduction Letter from the Director or Head of the Division	YES/ NO	
2.	Filled and signed Self Declaration Forms <ol style="list-style-type: none"> 1. Declaration That the Submitted Design Shall Belong to and Remain the Property of the Service; 2. Self-Declaration That the Person/Tenderer Is Not Debarred in The Matter of the Public Procurement and Asset Disposal Act 2015 3. Self-Declaration That the Person/Tenderer Will Not Engage in Any Corrupt or Fraudulent Practice 	YES/ NO	
3.	Entrants should provide their full names, postal addresses, physical address, email and daytime telephone numbers VIA THE LINK PROVIDED.	YES/ NO	
<p>Note : Only bidders who meet the above mandatory requirements shall be subjected to technical evaluation.</p> <p>2. TECHNICAL EVALUATION</p> <p>The evaluation shall evaluate on whether the bidder/participant is responsive in all the Technical aspects as per the specifications given. Bidders are required to attach clear and detailed drawings. The nonresponsive submissions will be eliminated from the entire evaluation process and will not be considered further.</p> <p>With a view to equal treatment, all contestants must submit their logo, vision and mission statement proposal(s) as follows:</p>			
<p>1. Vision Statement:</p>			
<p>The TSC vision statement should describe the ideal aspiration of the teacher and the desired outcome of the service they render to learners and society at large.</p>			
S/NO	Attribute	Marks	
i.	Must be Futuristic and forward looking	20	

	<ul style="list-style-type: none"> Does the vision statement provide a powerful picture of what the teaching profession will look like in 3 to 5 years from now? 	
ii.	<p>Must be motivating and inspirational</p> <ul style="list-style-type: none"> Does the vision statement clarify the direction in which the Commission needs to move? Does it clarify the future direction the teaching profession is headed? Does it clarify the customer focus TSC should have? 	30
iii.	<p>Must focus on the mandate of teachers</p> <ul style="list-style-type: none"> Does our vision statement build on our teachers' core competencies? The Vision statement should not exceed fifteen (15) words 	40
iv.	Should be brief, simple, clear and memorable,	10
Total		100

The Minimum Technical Score Requirement for the Vision Statement shall be 80% Only entrants which attain the minimum technical Score shall be considered for three best designs.

2. Mission Statement

The TSC mission statement should describe how the commission will achieve the Vision statement. It will serve to communicate purpose and direction to employees and other stakeholders.

S/NO	Attribute	Marks
i.	<p>Must focus on satisfying teachers' needs</p> <ul style="list-style-type: none"> Does the statement focus on the service delivery for the teachers? The Mission statement should not exceed fifteen (15) words 	40
ii.	Must be based on Commission's niche and mandate.	10
iii.	<p>Motivates and inspires employee's commitment</p> <ul style="list-style-type: none"> Does the statement clarify the direction in which the Commission needs to move? 	20

	iv.	Should be specific, short, sharply focused and memorable	10
	v.	Should be clear and easily understood	10
	vi.	Create a lasting impression	10
	Total		100
The Minimum Technical Score Requirement for the mission statement shall be 80% Only entrants which attain the minimum technical Score shall be considered for three best designs.			
3. Logo			
The TSC logo should symbolize the aspirations of the teaching service and promote public identification and recognition.			
<ul style="list-style-type: none"> • Logos must be created as vectors to ensure scalability without loss of quality. Logo graphic must be provided in EPS format (vector), using the CMYK colour model. • In the event that any entry is found to be infringing on intellectual copy rights even after it is selected, this entry shall be rejected as the winning design. In addition, if the submitted design is found to resemble a similar artwork, the Commission reserves the right to reject it even after it is selected as the winning design. • The evaluation shall involve checking on the technical requirements which include the following: 			
1.	i.	be submitted in high resolution at least 300 dpi in EPS format (vector), using the CMYK color model (8 Marks)	25 Marks
	ii.	be submitted in the following colors variations	
	a.	full color,	
	b.	Black/White/Grey Scale (5 Marks)	
	iii.	Include the tag line of the Commission (1 Marks)	
	iv.	Be accompanied by a written description of its meaning and features (10 Marks)	
	v.	Include names, postal addresses, email address and daytime telephone numbers of applicant as per the Design Submission Form (1 Mark)	
2.	The logo design and proposed colours should represent the Commission's mandate and functions, and ensures recognisability		15 Marks
	i. Simplicity (is the design recognizable)? (10 Marks)		
	ii. The design should instantly show and represent the Commission and its mandate (5 Marks),		
3.	Uniqueness of relevant design, originality and creativity		30 Marks
	<ul style="list-style-type: none"> • The logo should stand out and be Memorable (It should capture the eye. Should linger in the mind of people. Can be related to the Commission (10 Marks) 		

	<ul style="list-style-type: none"> • Impactful {Can the general public relate and connect with the logo? Does it convey the image of the Commission; the mandate (10 Marks) • Freshness: Should coincide with current design techniques, should appear modern and appealing (10 Marks) 																					
4.	<p>It's positive and clear visual impact, aesthetics</p> <ol style="list-style-type: none"> The logo should not be too crowded, wordy and squeezed. It should be gimmick free (5 Marks) Colour combinations: Warm/appealing colours (5 Marks) 	10 Marks																				
5.	<p>Its suitability as a visual emblem of a public agency, in terms of design, font, and adaptability for use in different media, and all-round applicability</p> <ol style="list-style-type: none"> <i>Professionalism</i>: Does it look corporate. The design should have a touch of elegance, but not lose its simplicity and tone (5 Marks) <i>Applicability</i>: The design should be flexible for use on any material or platform e.g., on Print, digital, electronic and advertising. It should be legible, clear and crisp (5 Marks) 	10Marks																				
6.	All the elements in the logo must be clearly described.	10 marks																				
<p>The Minimum Technical Score Requirement shall be 80% Only entrants which attain the minimum technical Score shall be considered for three best designs.</p>																						
2.16.1	Post – Qualification shall “be undertaken” where necessary																					
2.17.3	<p>Award Criteria: The best three assessed design schemes shall receive as a prize an honorarium as provided for in this tender document.</p> <p>HENCE:</p> <p>Reward for the designer of the chosen logo, Vision and mission statement</p> <p>The selected winning logos will be awarded in order of merit as follows:</p> <table border="1"> <thead> <tr> <th>S/No</th> <th>Design</th> <th>Winner</th> <th>First Runners Up</th> <th>Second Runner Up</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Development of TSC Logo</td> <td>Kshs. 40,000</td> <td>Kshs. 30,000</td> <td>Kshs. 10,000</td> </tr> <tr> <td>2.</td> <td>Development of TSC Mission</td> <td>Kshs. 40,000</td> <td>Kshs. 30,000</td> <td>Kshs. 10,000</td> </tr> <tr> <td>3.</td> <td>Development of TSC Vision</td> <td>Kshs. 40,000</td> <td>Kshs. 30,000</td> <td>Kshs. 10,000</td> </tr> </tbody> </table>		S/No	Design	Winner	First Runners Up	Second Runner Up	1.	Development of TSC Logo	Kshs. 40,000	Kshs. 30,000	Kshs. 10,000	2.	Development of TSC Mission	Kshs. 40,000	Kshs. 30,000	Kshs. 10,000	3.	Development of TSC Vision	Kshs. 40,000	Kshs. 30,000	Kshs. 10,000
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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 Teachers Service Commission and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations. c) “The Service” means the Development of TSC Vision, Mission and Logo
- d) “The services” means services to be provided by the contractor including materials and incidentals, which the tenderer is required to provide to Teachers Service Commission the Contract.
- e) TSC means the Teachers Service Commission sourcing for the services under this Contract.
- f) “The contractor means the individual or firm providing the services under this Contract.
- g) “The client means the organization receiving the services under this Contract.
- h) “GCC” means general conditions of contract contained in this section
- i) “SCC” means the special conditions of contract
- j) “Day” means calendar day

3.2 Application

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

3.3 Standards

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

3.4 Transfer of all Copyrights

3.4.1 Pursuant with PPADA, 2015 Section 101 [1(b, vi)] and PPADR, 2020 Regulation 88; that any copyright or other intellectual property of the top three shall vest in the State.

3.4.2 Pursuant with PPADA, 2015 Section 101 [1(b, vi) 6 & 7] and PPADR, 2020 Regulation 88; all bidders shall undertake to transfer all copyrights, intellectual property rights and patents relating to their designs to Teachers Service Commission.

Patent Rights

The tenderer shall indemnify 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.

3.5 Inspections and Tests

3.5.1 Teachers Service Commission or its representative shall have the right to inspect and/or to test the designs to confirm their conformity to the Contract specifications. Teachers Service Commission shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.5.2 The inspections and tests shall be conducted on the premises of the at Teachers Service Commission. The successful bidder shall provide all reasonable facilities and assistance, including access to drawings and production data to the TSC inspectors at no charge.

3.5.3 Should any inspected or tested design fail to conform to the Specifications, Teachers Service Commission may reject the design, and the tenderer shall either replace the rejected design or make alterations necessary to meet specification requirements free of cost to Teachers Service Commission

3.5.4 Nothing in paragraph 3.5 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.6 Payment

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

3.7 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with TSCs prior written consent.

3.8 Termination for Default

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

- i. 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 TSC
- ii. If the tenderer fails to perform any other obligation(s) under the Contract.
- iii. If the tenderer, in the judgment of Teachers Service Commission has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.9 Termination of insolvency

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

3.10 Termination for convenience

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

3.10.2 For the remaining part of the contract after termination Teachers Service Commission may decide to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.11 Resolution of disputes

3.11.1 TSC and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

3.11.2 If after 14 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.

3.12 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.

3.13 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.

3.14 Applicable Law

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

3.15 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.

3.16 Management Meetings

A Contract management meeting shall be held regularly and attended by TSC's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. TSC's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by TSC's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract																								
3.6	<p>Payments shall be;</p> <p>Reward for the designer of the chosen logo, Vision and Mission</p> <p>The selected winning logos will be awarded in order of merit as follows:</p> <table border="1" data-bbox="472 978 1481 1367"> <thead> <tr> <th data-bbox="472 978 578 1108">S/No</th> <th data-bbox="578 978 889 1108">Design</th> <th data-bbox="889 978 1089 1108">Winner</th> <th data-bbox="1089 978 1289 1108">First Runners Up</th> <th data-bbox="1289 978 1481 1108">Second Runner Up</th> </tr> </thead> <tbody> <tr> <td data-bbox="472 1108 578 1192">1.</td> <td data-bbox="578 1108 889 1192">Development of TSC Logo</td> <td data-bbox="889 1108 1089 1192">Kshs. 40,000</td> <td data-bbox="1089 1108 1289 1192">Kshs. 30,000</td> <td data-bbox="1289 1108 1481 1192">Kshs. 10,000</td> </tr> <tr> <td data-bbox="472 1192 578 1276">2.</td> <td data-bbox="578 1192 889 1276">Development of TSC Mission</td> <td data-bbox="889 1192 1089 1276">Kshs. 40,000</td> <td data-bbox="1089 1192 1289 1276">Kshs. 30,000</td> <td data-bbox="1289 1192 1481 1276">Kshs. 10,000</td> </tr> <tr> <td data-bbox="472 1276 578 1367">3.</td> <td data-bbox="578 1276 889 1367">Development of TSC Vision</td> <td data-bbox="889 1276 1089 1367">Kshs. 40,000</td> <td data-bbox="1089 1276 1289 1367">Kshs. 30,000</td> <td data-bbox="1289 1276 1481 1367">Kshs. 10,000</td> </tr> </tbody> </table>					S/No	Design	Winner	First Runners Up	Second Runner Up	1.	Development of TSC Logo	Kshs. 40,000	Kshs. 30,000	Kshs. 10,000	2.	Development of TSC Mission	Kshs. 40,000	Kshs. 30,000	Kshs. 10,000	3.	Development of TSC Vision	Kshs. 40,000	Kshs. 30,000	Kshs. 10,000
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3.11	Specify resolution of disputes: Arbitration by the Nairobi Centre for International Arbitration																								
3.14	Specify applicable law. Laws of Kenya																								
3.15	<p>Notices shall be addressed and delivered to:</p> <p>The Commission Secretary Teachers Service Commission P. O. Box Private Bag -00100 Nairobi Upper hill Kilimanjaro Road.</p>																								

SECTION V SCHEDULE OF REQUIREMENTS

Background

The Teachers Service Commission (TSC) is established under Article 237(1) of the Constitution to regulate the teaching profession and manage teachers serving in public educational institutions. Pursuant to Article 237 (2) & (3) of the Constitution, the Commission is mandated to: register trained teachers; recruit teachers; assign teachers for service in any public institution; promote and transfer teachers; exercise disciplinary control over teachers; terminate the employment of teachers; review the standards of education and training of persons entering the teaching service; review the demand for and the supply of teachers; and advise the national government on matters relating to the teaching profession.

The Teachers Service Commission is mandated to undertake teacher management functions. Delivery of quality service is a key commitment of the Commission in the realization of its mandate. The fast-changing world brings with it a lot of dynamism in operations and management practices. The education sector in particular has witnessed a lot of growth over the last decade. To keep abreast with these changes constant re-engineering of procedures and practices is necessary.

The Commission has a well laid out blueprint that drives its agenda including vision and mission statements amongst other tools. In order to drive its operations to the next level, the Commission is reviewing its vision, mission and logo.

As key stakeholders Teachers in both Private and Public Schools, Learners in both private and public, Teachers Colleges, KISE, CEMASTEAM, Kenya Institute for the Blind, Basic Public/ Private Learning Institutions and Secretariat Staff are encouraged to participate in the enhancement of services by the Commission. In this regard, the Commission invites submission of suitable vision, mission and logo from teachers.

Participants are encouraged to submit a minimum of two entries per category.

The best three designed of the Logo, Vision and Mission will be awarded as follows.

S/No	Design	Winner	First Runners Up	Second Runner Up
4.	Development of TSC Logo	Kshs. 40,000	Kshs. 30,000	Kshs. 10,000
5.	Development of TSC Mission	Kshs. 40,000	Kshs. 30,000	Kshs. 10,000
6.	Development of TSC Vision	Kshs. 40,000	Kshs. 30,000	Kshs. 10,000

SCOPE OF WORK

This expression of Interest is for Learners, Basic Public/ Private Learning Institutions and Secretariat Staff should develop, Logo, Vision and Mission with the following attributes.

4. Vision Statement:

The TSC vision statement should describe the ideal aspiration of the teacher and the desired outcome of the service they render to learners and society at large. Submissions can be in English or Kiswahili.

S/NO	Attribute
i.	Must be Futuristic and forward looking
ii.	Must be motivating and inspirational
iii.	Must focus on the mandate of teachers
iv.	Should be brief, simple, clear and memorable,

5. Mission Statement

The TSC mission statement should describe how the commission will achieve the Vision statement. It will serve to communicate purpose and direction to employees and other stakeholders. Submissions can be in English or Kiswahili.

S/NO	Attribute
i.	Must focus on satisfying teachers needs
ii.	Must be based on Commission's niche and mandate.
iii.	Motivates and inspires employee's commitment
iv.	Should be specific, short, sharply focused and memorable
v.	Should be clear and easily understood
vi.	Create a lasting impression

6. Logo

The TSC logo should symbolize the aspirations of the teaching service and promote public identification and recognition.

<p>7. Logo</p> <p>The TSC logo should symbolize the aspirations of the teaching service and promote public identification and recognition.</p> <ul style="list-style-type: none"> • Logos must be created as vectors to ensure scalability without loss of quality. Logo graphic must be provided in EPS format (vector), using the CMYK colour model. • In the event that any entry is found to be infringing on intellectual copy rights even after it is selected, this entry shall be rejected as the winning design. In addition, if the submitted design is found to resemble a similar artwork, the Commission reserves the right to reject it even after it is selected as the winning design. • The evaluation shall involve checking on the technical requirements which include the following: 	
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<ul style="list-style-type: none"> vi. be submitted in high resolution at least 300 dpi in EPS format (vector), using the CMYK color model vii. be submitted in the following colors variations <ul style="list-style-type: none"> a. full color, b. Black/White/Grey Scale viii. Include the tag line of the Commission ix. Be accompanied by a written description of its meaning and features x. Include names, postal addresses, email address and daytime telephone numbers of applicant as per the Design Submission Form 	
<p>The logo design and proposed colours should represent the Commission’s mandate and functions, and ensures recognisability</p> <p>i. Simplicity (is the design recognizable)?</p>	
<p>ii. The design should instantly show and represent the Commission and its mandate</p>	
<p>Uniqueness of relevant design, originality and creativity</p> <ul style="list-style-type: none"> • The logo should stand out and be Memorable (It should capture the eye. Should linger in the mind of people. Can be related to the Commission • Impactful {Can the general public relate and connect with the logo? Does it convey the image of the Commission; the mandate • Freshness: Should coincide with current design techniques, should appear modern and appealing 	
<p>It’s positive and clear visual impact, aesthetics</p> <ul style="list-style-type: none"> i. The logo should not be too crowded, wordy and squeezed. It should be gimmick free ii. Colour combinations: Warm/appealing colours 	
<p>Its suitability as a visual emblem of a public agency, in terms of design, font, and adaptability for use in different media, and all-round applicability</p> <ul style="list-style-type: none"> i. <i>Professionalism</i>: Does it look corporate. The design should have a touch of elegance, but not lose its simplicity and tone ii. <i>Applicability</i>: The design should be flexible for use on any material or platform e.g., on Print, digital, electronic and advertising. It should be legible, clear and crisp 	
<p>All the elements in the logo must be clearly described.</p>	

GUIDELINES FOR THE COMPETITION

The following are guidelines for the competition:

- a. The Design should:
 - be submitted in high resolution at least 300 dpi in EPS format (vector), using the CMYK color model.
 - be submitted in the following colours variations
 - full colour,
 - Black/White/Grey Scale
 - Include the tag line of the Commission
- b. Be accompanied by a written description of its meaning and features
- c. Include names, postal addresses, email address and daytime telephone numbers of applicant as per the Design Submission Form
- d. The logo must be clear and distinctly identifiable for effective application on the Commission's letterhead, website and all other publicity materials and paraphernalia;
- e. It is recommended that the logo should have the sum total of our core mandate captured in an appropriate mood and should include a tagline.
- f. It is essential that the entrants identify and apply possible colours, which may be adopted as new corporate colours of the Commission;
- g. A description of the meaning of colours chosen should also be included;
- h. The design must be accompanied by a written description of its meaning and features;
- i. Entrants should submit NOT more than two logo designs, Vision Statement and Mission Statement.
- j. Entrants in the competition should provide their names, postal addresses, email address and daytime telephone numbers;
- k. Notification of award to the three best Tenderers/Entries will signify the transfer of all copyrights, intellectual property rights and patents relating to their designs to Teachers Service Commission
- l. Upon the successful Tenderers furnishing the transfer of all copyrights, intellectual property rights and patents relating to their designs and Teachers Service Commission will promptly notify each unsuccessful Tenderer;
- m. Pursuant with PPADA, 2015 Section 101 [1(b, vi)] and PPADR, 2020 Regulation 88; that any copyright or other intellectual property of the top three shall vest in the State;
- n. Subsequently, pursuant with PPADA, 2015 Section 101 (6 & 7) and PPADR, 2020 Regulation 88; all bidders shall undertake to transfer all copyrights, intellectual property rights and patents relating to their designs to Teachers Service Commission.
- o. The Commission reserves the exclusive right to modify the winning logos pursuant to Section K, L, M and N above;

- p. Any material, graphic software or other items accompanying the submitted design shall belong to, and remain the property of the Commission;
- q. The tenderer shall indemnify 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;
- r. Entries can be an individual or team,
- s. TSC's Management 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 and,
- t. The Tenderer shall bear all costs associated with the preparation and submission of its tender, and TSC, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process

DETERMINATION OF THE WINNER

1. The winning entry will be selected by a panel comprised of officials from the Teachers Service Commission and external independent assessors.
2. Entries will be considered based on clarity of message related to Teachers Service Commission and reflecting its mandate
3. Entries will also be evaluated based on visual appeal, adherence to the concept prompting the contest, quality of design, and ease of reproduction for the purposes stated above.

REWARD FOR THE WINNING ENTRIES

The winning entries will be awarded in order of merit as follows:

S/No	Design	Winner	First Runners Up	Second Runner Up
1.	Development of TSC Logo	Kshs. 40,000	Kshs. 30,000	Kshs. 10,000
2.	Development of TSC Mission	Kshs. 40,000	Kshs. 30,000	Kshs. 10,000
3.	Development of TSC Vision	Kshs. 40,000	Kshs. 30,000	Kshs. 10,000

CONDITIONS

1. The Logo Design, Vision and Mission statements must be original and should not infringe on rights of any third party; tenderer shall indemnify Teachers Service Commission against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the design. Teachers Service Commission will not bear any responsibility for copyright violations.
2. The logo, vision and mission statements must not contain inappropriate content.
3. Any material, graphic software or otherwise prepared by an entrant in the competition shall belong to and remain the property of the Teachers Service Commission.
4. Aesthetic Quality – the submission commands attention, displays visual balance and colour coordination. All the elements should be seen to work together to create a unified and appealing design.
5. Where two logos, vision and Mission statements are created by a single contestant, each logo vision and Mission statement needs to be numbered. They can be submitted via Teachers Service Commission via the link <https://tsconline.tsc.go.ke/commission>
6. Upon notification of award to the three best Tenderers/Entries, the winning entry shall be subjected to modifications if any, at the cost of the tenderer before copyrighting as stated under Guidelines for the Competition.
7. In the event that any entry is found to be infringing on intellectual copy rights even after it is selected, this entry shall be rejected as the winning design. In addition, if the submitted design is found to resemble a similar artwork, the Service reserves the right to reject it even after it is selected as the winning design.

DESIGN SUBMISSION FORM

LOGO DESIGN COMPETITION FOR THE TEACHERS SERVICE COMMISSION

Name.....

Email Address.....

Telephone No.....

Logo Description.....

.....
.....
.....
.....
.....
.....
.....
.....
.....

Signed:

Name:

National ID No:

Date:

DECLARATION FORM

DECLARATION THAT THE SUBMITTED DESIGN SHALL BELONG TO AND REMAIN THE PROPERTY OF TEACHERS SERVICE COMMISSION

To: [Name and address of the PE]
Date: [insert date (as day, month and year)]
Tender No.: [insert number of Tendering process]
Item Description: [insert description of Items]

Sir/Madam,

Having examined the Tender documents including Addenda Nos. [insert addenda numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to design and deliver [description of design] in conformity with the said Tender documents attached herewith and make part of this Tender.

We undertake, if our Tender is accepted, to deliver the Designs in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we undertake to transfer all copyrights, intellectual property rights and patents relating to our designs to TSC, and within the times specified in the Tender documents.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.9.1 of the ITT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws. 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.

We understand that you are not bound to accept any Tender you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 2.1.1 of the Tender documents

Dated this _____ day of _____ 20_____.
(Name)

_____ [signature]
[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____ Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

SELF DECLARATION FORM

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,(Full name) of P. O. Box being a resident of in the Republic of do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of..... (insert name of the Company) who is a Bidder in respect of TenderNo.....for..... (insert tender title/description) for(insert name of Teachers Service Commission) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is opened to herein above is true to the best of my knowledge, information and belief.

.....

(Title)

(Signature)

(Date)

Bidder's Official Stamp

SELF DECLARATION FORM

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I,(Full name)
of P. O. Box being a resident
of in the Republic of
..... do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
..... (insert name of the
Company) who is a Bidder in respect of Tender
No.....for.....
..... (insert tender title/description) for
.....(insert name of Teachers Service
Commission) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of
..... (Insert name of the Procuring Entity which is Teachers Service Commission.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of
.....(name of the Procuring Entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any collusive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)

Bidder's Official Stamp

TENDER SECURITY FORM

(TENDER SECURING DECLARATION FORM (YOUTH, WOMEN AND PEOPLE LIVING WITH DISABILITIES))

To:

WHEREAS (Hereinafter called the Tenderer)
has submitted its Tender datedfor
the provision of to -----
----- tender no.

WE THE UNDERSIGNED, DECLARE THAT: -

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

2. We accept that we will be automatically suspended from being eligible for bidding in any contract with you for a period of 5 years starting from date of letter of offer, if we are in breach of our obligations under the tender conditions, because we –
 - a) Have withdrawn our bid during the period of tender validity, or,

 - b) Having been notified of the acceptance of our bid by you during the period of tender validity –
 - i. Fail or refuse to sign the contract when required, or

 - ii. Fail or refuse to furnish the Performance Security in accordance with the Instructions to Tenderers.

3. We understand that this Tender Securing Declaration shall expire if we are not the successful bidder, upon either of the following: -
 - a) Our receipt of a copy of your notification of the name of the successful bidder,

b) Twenty-eight (28) days after the expiry of our Tender.

4. We understand that if we are 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.

DATED AT ----- THIS-----DAY OF

Yours sincerely,

Name of Tenderer

Signature of duly authorized person signing the Tender

Name and Capacity of duly authorized person signing the Tender

Stamp or Seal of Tenderer