



NATIONAL OPEN TENDER

**PROVISION OF NETWORK SECURITY, VULNERABILITY
ASSESSMENT AND PENETRATION TESTING**

TSC/T/39/2020-2021

Teachers Service Commission
Upper Hill, Kilimanjaro Road
Private Bag, 00100
Nairobi
Email: ddprocuremnet@tsc.go.ke
Website: www.tsc.go.ke/www.tenders.go.ke

CLOSING DATE IS FRIDAY 29TH JANUARY 2021 AT 9.00am.

TABLE OF CONTENTS

	Page
INTRODUCTION	3
SECTION I INVITATION TO TENDER.....	4
SECTION II INSTRUCTIONS TO TENDERERS.....	5
APPENDIX TO INSTITUTIONS TO TENDER	19
SECTION III GENERAL CONDITIONS OF CONTRACT.....	21
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	27
SECTION V SCHEDULE OF REQUIREMENTS.....	30
SECTION VI TECHNICAL SPECIFICATIONS.....	31
SECTION VI STANDARD FORMS.....	33

SECTION I – INVITATION TO TENDER

TENDER REF NO. TSC/T/39 /2020-2022

TENDER NAME: PROVISION OF NETWORK SECURITY, VULNERABILITY ASSESSMENT AND PENETRATION TESTING

- 1.1 Teachers Service Commission invites sealed tenders from eligible candidates for the Provision of Network Security, Vulnerability Assessment and Penetrating Testing
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement office, Teachers Service Commission House 2nd Floor Podium Wing During normal working hours 8.00 am to 4.00 pm.
- 1.3 A complete tender document may be obtained by interested candidates upon payment of a non- refundable fee of Kshs. 1,000 payable to the Teachers Service Commission at National Bank of Kenya Account No. 01001000905000, Harambee Avenue Branch or Bankers Cheque and present the bank slip to TSC Cash office for official receipt. Alternatively, the document may be downloaded for free from www.tsc.go.ke or www.tenders.go.ke
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 120 days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at TSC House, Podium wing, third floor, or be addressed and posted to The Secretary, Teachers Service Commission, P.O. Box Private Bag-00100, Nairobi to be received on or before **Friday 29th January,2021 at 9.00 am.**
- 1.6 Tenders must be accompanied by a **Tender Security of Kshs sixty thousand (60,000)** in form of a guarantee from a reputable bank or from an insurance company approved by PPRA (formerly PPOA), payable to the Commission Secretary, Teachers Service Commission and must be valid for 150 days from the date of tender opening
- 1.7 Bidders are advised to take Note that the guidelines issued by the Ministry of Health on the measures to stop the spread of Covid 19 and the subsequent additional guidelines on Circular No. 02/2020, REF: PPRA/6/5 Vol. 1 (1) of 27th March 2020 issued by the PPRA in respect of handling of procurement proceedings shall be applied for any tender processed by the Commission henceforth until advised otherwise.
- 1.8 The tender will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend and the opening will be in accordance with the provisions of the above guidelines at Teachers Service Commission House, 3rd Floor Podium. **One Firm Representative Will Be Allowed to Attend Tender Opening** However, the opening minutes will be circulated to all tenderers who applied. Kindly ensure you provide an updated email address. Other information on this tender may be obtained from the Tender Document

COMMISSION SECRETARY/ CHIEF EXECUTIVE

SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS.

Page

2.1 Eligible Tenderers6
2.2 Cost of tendering6
2.3 Contents of tender documents7
2.4 Clarification of Tender documents7
2.5 Amendment of tender documents8
2.6 Language of tenders8
2.7 Documents comprising the tender8
2.8 Form of tender9
2.9 Tender prices9
2.10 Tender currencies9
2.11 Tenderers eligibility and qualifications9
2.12 Tender security10
2.13 Validity of tenders11
2.14 Format and signing of tenders11
2.15 Sealing and marking of tenders12
2.16 Deadline for submission of tenders12
2.17 Modification and withdrawal of tenders12
2.18 Opening of tenders13
2.19 Clarification of tenders14
2.20 Preliminary Examination14
2.21 Conversion to other currencies15
2.22 Evaluation and comparison of tenders15
2.23 Contacting the procuring entity16
2.24 Post-qualification17
2.25 Award criteria17
2.26 Procuring entities right to vary quantities17
2.27 Procuring entities right to accept or reject any or all tenders17
2.28 Notification of award18
2.29 Signing of Contract18
2.30 Performance security19
2.31 Corrupt or fraudulent practices19

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

2.2 Cost of tendering

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

2.3 Contents of tender documents

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form
 - xii) Principal's or manufacturers authorization form

xiii) Declaration form

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

2.4 Clarification of Documents

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

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

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

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

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

- (c) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

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

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

- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30
 - or**
 - (ii) to furnish performance security in accordance with paragraph 31.
 - (c) If the tenderer rejects, correction of an error in the tender.
- 2.13 Validity of Tenders**
- 2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
 - (a) be addressed to the Procuring entity at the address given in the invitation to tender
 - (b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE (day, date and time of closing),”
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than (*day, date and time of closing*)
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender’s

is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at(*time, day, and date of closing*) and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

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

2.20 Preliminary Examination and Responsiveness

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

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a)Operational plan proposed in the tender;

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

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

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

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

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

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

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

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

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

2.23. **Contacting the procuring entity**

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

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

2.24 Award of Contract

a) Post qualification

- 2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information, as the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each

unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

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

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

2.27 Performance Security

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

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

2.28 Corrupt or Fraudulent Practices

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

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

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

Appendix to instructions to tenderers

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

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
<p>2.1</p> <p>2.1.1</p> <p>2.1.2</p> <p>2.1.3</p>	<p>Eligible tenderers</p> <p>This Invitation to tender is open to all interested and eligible tenderers who meets the qualification criteria.</p> <p>TSC employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.</p> <p>Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the 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.</p>
<p>2.1.4</p>	<p>Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.</p>
<p>2.2</p> <p>2.2.1</p> <p>2.2.2</p> <p>2.2.3</p>	<p>Cost of tendering</p> <p>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.</p> <p>The price to be charged for the tender document shall be Kshs.1,000 (Kenya Shillings One thousand only) payable to the Teachers Service Commission at National Bank of Kenya Account No. 01001000905000, Harambee Avenue Branch or Bankers Cheer and present the bank slip to TSC Cash office for official receipt or the tender document can be downloaded for free from www.tsc.go.ke or www.tenders.go.ke</p> <p>Teachers Service Commission shall allow the tenderer to review the tender document free of charge before purchase at TSC House Procurement Office located at second Floor Podium Wing.</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
<p>2.3</p> <p>2.3.1</p> <p>2.3.2</p>	<p>Contents of tender documents</p> <p>The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders</p> <ol style="list-style-type: none"> a. Instructions to tenderers b. General Conditions of Contract c. Special Conditions of Contract d. Schedule of Requirements e. Details of service f. Form of tender g. Price schedules h. Contract form i. Confidential business questionnaire j. Tender security form k. Performance security form l. Principal's or manufacturers authorization form. m. Declaration form n. Tender securing declaration form. o. Non-debarment statement. p. Integrity form q. Any other document required under preliminary and technical evaluation. <p>The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender</p>
<p>2.4</p> <p>2.4.1</p> <p>2.4.2</p>	<p>Clarification of Documents</p> <p>A prospective candidate making inquiries of the tender document may notify Teachers Service Commission in writing by email ddprocurement@tsc.go.ke or by post, addressed to The Secretary Teachers Service Commission P.O Box Private Bag -00100 Nairobi not later than seven (7) days prior to the deadline for the submission of tenders 29th January, 2021 at 9.00am</p> <p>Teachers service Commission will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders. Written copies of the Commission response (including an explanation of the query but without disclosing the source of inquiry) will be sent to all prospective tenderers that have received the tender document.</p> <p>Teachers Service Commission reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	make timely submission of its tender.
<p>2.5</p> <p>2.5.1</p> <p>2.5.2</p> <p>2.5.3</p>	<p>Amendment of documents</p> <p>At any time prior to the deadline for submission of tenders, Teachers Service Commission, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.</p> <p>All prospective tenderers who have obtained the tender documents will be notified of the amendment by email, our website or through an advertisement in print media and such amendment will be binding on them.</p> <p>In order to allow prospective tenderers reasonable time in which to consider the amendment in preparing their tenders, Teachers Service Commission, at its discretion, may extend the deadline for the submission of tenders.</p>
<p>2.6</p> <p>2.6.1</p>	<p>Language of tender</p> <p>The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Teachers Service Commission, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language may be accepted provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.</p>
<p>2.7</p>	<p>Documents Comprising the Tender</p> <p>All bidders applying for this tender shall fill, sign and stamp the following attached documents.</p> <ul style="list-style-type: none"> a) Form of Tender b) Price Schedule c) Confidential Business Questionnaire d) Integrity Declaration form e) Non-debarment statement f) Any other document required at preliminary and technical evaluation.
<p>2.8</p> <p>2.8.1</p>	<p>Form of Tender</p> <p>The tenderers shall complete the Form by transferring the total tender price from price schedule indicating all goods and services to be supplied a brief description of the goods, their country of origin, quantity, and prices. The tender form and price schedule shall be filled in the format provided in the tender document. Any discrepancy between the form of tender and price schedule shall lead to automatic disqualification.</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
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 Teachers Service Commission within 30 days of receiving the request.
2.10	Tender Currencies
2.10.1	Prices shall be quoted in Kenya Shillings.
2.11	Tenderers Eligibility and Qualifications.
2.11.1	Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents determining that the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted is satisfactory.
2.11.2	The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to Teachers Service Commission'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 of Kshs. 60,000.00 valid for 150 days from the date tender opening.
2.12.2	The tender security is required to protect Teachers Service Commission against the risk of Tenderer's conduct, which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
2.12.3	<p>The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:</p> <ul style="list-style-type: none"> a) A bank guarantee. b) Cash. c) Such insurance guarantee approved by the Authority.

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
<p>2.12.4</p> <p>2.12.5</p> <p>2.12.6</p> <p>2.12.7</p>	<p>d) Letter of credit</p> <p>Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by Teachers Service Commission as non-responsive, pursuant to paragraph 2.20</p> <p>Unsuccessful tenderer’s security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Teachers Service Commission.</p> <p>The successful tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.</p> <p>The tender security may be forfeited:</p> <ul style="list-style-type: none"> a. If a tenderer withdraws its tender during the period of tender validity (120 days) specified by the Teachers Service Commission on the Tender Form; or b. In the case of a successful tenderer, if the tenderer fails: <ul style="list-style-type: none"> 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.
<p>2.13</p> <p>2.13.1</p>	<p>Validity of Tenders</p> <p>Tenders shall remain valid for 120 days. A tender valid for a shorter period shall be rejected by Teachers Service Commission as non-responsive.</p>
<p>2.14</p> <p>2.14.1</p> <p>2.14.2</p>	<p>Format and Signing of Tender</p> <p>The tenderer shall prepare two copies of the tender, clearly / marking one “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.</p> <p>The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender shall be initialed by the person or persons signing the tender.</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.14.3	The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.
2.15 2.15.1 2.15.3 2.15.4	<p>Sealing and Marking of Tenders</p> <p>a) The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall: be addressed to The Secretary Teachers Service Commission P.O Box Private Bag-00100 Nairobi.</p> <p>b) Bear the tender number(TSC/T/40/2020-2021) and name PROVISION OF NETWORK SECURITY, VULNERABILITY ASSESSMENT AND PENETRATION TESTING</p> <p>c) and the words: “DO NOT OPEN BEFORE Friday 29th January,2021 at 9.00 am.</p> <p>d) and be addressed to The Secretary Teachers Service Commission P.O BOX Private Bag -00100 Nairobi.</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>If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Teachers Service Commission will assume no responsibility for the tender’s misplacement or premature opening.</p>
2.16 2.16.1 2.16.2	<p>Deadline for Submission of Tenders</p> <p>Tenders must be received by Teachers Service Commission addressed to The Secretary Teachers Service Commission P.O Box Private Bag-00100 Nairobi not later than Friday 29th January, 2021 at 9.00 am. The tenders must be deposited at the tender box located at TSC House Third Floor Podium Wing.</p> <p>N/B: The Teachers Service Commission shall not be liable for tenders which have been misplaced due wrong address or depositing the tender document into wrong tender box. Tenderers are advised to be keen on the instruction to tenderers on the submission of tenders</p> <p>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</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.16.3	<p>subject to the deadline will thereafter be subject to the deadline as extended.</p> <p>Bulky tenders which will not fit in the tender box shall be received at Procurement Office located at 2nd Floor Podium Wing.</p>
2.17	<p>Modification and withdrawal of tenders</p> <p>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, Friday 29th January, 2021 at 9.00am.</p> <p>2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.</p> <p>2.17.3 No tender may be modified Friday 29th January, 2021 at 9.00am.</p> <p>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.</p> <p>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 per Section 63 of the Public Procurement and Asset Disposal Act 2015.</p> <p>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</p>
2.18	<p>Opening of Tenders</p> <p>2.18.1 Teachers Service Commission will open all tenders in the presence of tenderers' representatives who choose to attend, at 9.00am Friday 29th January, 2021 at TSC House 3rd Floor Podium Wing. The tenderers' representatives who are present shall sign a register evidencing their attendance.</p> <p>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</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.18.3	<p>opening.</p> <p>Teachers Service Commission will prepare minutes of the tender opening, which will be submitted to the tenderers that signed the tender opening register and may have made the request in writing.</p>
2.19 2.19.1 2.19.2	<p>Clarification of tenders</p> <p>To assist in the examination, evaluation and comparison of tenders Teachers Service Commission may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.</p> <p>Any effort by the tenderer to influence Teachers Service Commission's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender. Comparison or contract award decisions may result in the rejection of the tenderers' tender.</p>
2.20 2.20.1 2.20.2 2.20.3 2.20.4 2.20.5	<p>Preliminary Examination and Responsiveness</p> <p>Teachers Service Commission will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.</p> <p>Arithmetical errors shall not be rectified or corrected. The tender price as read during tender opening shall remain final and absolute and shall not be corrected by anybody whatsoever.</p> <p>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.</p> <p>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.</p> <p>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.</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.21	<p>Conversion to a single currency</p> <p>Where other currencies are used, Teachers Service Commission will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.</p>
<p>2.22</p> <p>2.22.1</p> <p>2.22.2</p> <p>2.22.3</p> <p>2.22.4</p> <p>2.22.5</p>	<p>Evaluation and comparison of tenders.</p> <p>Teachers Service Commission will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20</p> <p>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>Teachers Service Commission evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:</p> <ul style="list-style-type: none"> a) operational plan proposed in the tender; b) deviations in payment schedule from that specified in the Special Conditions of Contract; <p>Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:</p> <p>(a) Operational Plan.</p> <p>Teachers Service Commission requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.</p> <p>(b) Deviation in payment schedule.</p> <p>Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price.</p> <p>The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.22.6	<p>To qualify for contract awards, the tenderer shall have the following: -</p> <ul style="list-style-type: none"> 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 2.23.1 2.23.2	<p>Contacting Teachers Service Commission</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>
2.24 2.24.1 2.24.2 2.24.3	<p>Award of Contract</p> <p>a) Post qualification</p> <p>Teachers Service Commission will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily by conducting due diligence.</p> <p>The determination will take into account the tenderer’s financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as Teachers Service Commission deems necessary and appropriate.</p> <p>An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer’s tender, in which event Teachers Service Commission will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer’s capabilities to perform satisfactorily.</p> <p>b) Award Criteria</p> <p>Subject to paragraph 2.29 Teachers Service will award the contract to</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
<p>2.24.3</p> <p>2.24.4</p> <p>2.24.5</p>	<p>the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.</p> <p>Teachers Service Commission reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for Teachers Service Commission action. If Teachers Service Commission determines that none of the tenderers is responsive; Teachers Service Commission shall notify each tenderer who submitted a tender.</p> <p>A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement</p>
<p>2.25</p> <p>2.25.1</p> <p>2.25.2</p>	<p>Notification of award</p> <p>Prior to the expiration of the period of tender validity, Teachers Service Commission will notify the successful tenderer in writing that its tender has been accepted.</p> <p>The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and Teachers Service Commission pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.</p>
<p>2.26</p> <p>2.26.1</p> <p>2.26.2</p> <p>2.26.3</p>	<p>Signing of Contract</p> <p>At the same time as Teachers Service Commission notifies the successful tenderer that its tender has been accepted, Teachers Service Commission will simultaneously inform the other tenderers that their tenders have not been successful.</p> <p>Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Teachers Service Commission.</p> <p>The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.</p>
<p>2.27</p> <p>2.27.1</p>	<p>Performance Security</p> <p>Within thirty (30) days of the receipt of notification of award from</p>

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.27.2	<p>Teachers Service Commission, the successful tenderer shall furnish the performance security in the form of back guarantee from a recognized banking institution recognized by Central Bank of Kenya.</p> <p>Failure of the successful tenderer to comply with the requirement of paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Commission may make the award to the next lowest evaluated or call for new tenders.</p>
2.28 2.28.1 2.28.2 2.28.3	<p>Corrupt or Fraudulent Practices</p> <p>Teachers Service Commission requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.</p> <p>Teachers Service Commission will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.</p>

SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS	Page
3.1 Definitions	35
3.2 Application.....	35
3.3 Standards.....	35
3.4 Use of contract documents and information.....	35
3.5 Patent Rights.....	35
3.6 Performance security.....	35
3.7 Inspections and tests.....	36
3.8 Payment.....	37
3.9 Prices.....	37
3.10 Assignment.....	37
3.11 Termination for default.....	37
3.12 Termination for insolvency.....	37
3.13 Termination for convenience.....	37
3.14 Resolution of disputes.....	37
3.15 Governing language.....	37
3.16 Force majeure.....	37
3.17 Applicable law.....	38
3.18 Notices.....	38

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

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

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

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the

tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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

3.11 Termination for Default

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

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

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

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

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

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.6	<p>Performance Security</p> <p>The successful tenderer shall furnish Teachers Service Commission with Performance Security equivalent to 10% of the contract sum in form of Bank guarantee from a bank or cash from bank operating in Kenya regulated by Central Bank of Kenya.</p> <p><i>(The Performance Security shall be in the format attached to this tender document)</i></p>
3.8	<p>The method and conditions of payment to be made to the Contractor under this Contract shall be after sixty days after submission of the Invoice.</p>
3.9	<p>Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in this document, vary from the prices by the tenderer in its tender or in Teachers Services Commission request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties</p>
3.10	<p>Assignment</p> <p>The Contractor shall not assign, in whole or in part, its obligations to perform under this contract, except with Teachers Service Commission's prior written consent.</p>
<p>3.11</p> <p>3.11.1</p>	<p>Termination for Default</p> <p>Teachers Service Commission may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by Teachers Service Commission. b) if the Contractor fails to perform any other obligation(s) under the Contract.

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.11.2	<p>c) if the contractor, in the judgment of Teachers Service Commission has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>In the event Teachers Service Commission terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to Teachers Service Commission for any excess costs for such similar services.</p>
3.12	<p>Termination of insolvency</p> <p>Teachers Service Commission may at the anytime terminate the contract by giving written notice of 30 days to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to Teachers Service Commission.</p>
3.13 3.13.1 3.13.2	<p>Termination for convenience</p> <p>Teachers Service Commission by written notice of sent to the contractor may terminate the contract in whole or in part, at any time for its convenience by giving a termination notice of 30 days. The notice of termination shall specify that the termination is for the Commission's convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.</p> <p>For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.</p>
3.14	<p>Resolution of disputes</p> <p>Teachers Service Commission and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract. Failure to resolve the dispute within 30 days any party may sort for arbitration, a judicial remedy or any other procedure</p>
3.15	<p>Governing Language</p> <p>The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in English only.</p>
3.17	<p>Applicable Law.</p>

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
	The contract shall be interpreted in accordance with the laws of Kenya.

MANDATORY EVALUATION

No.	Requirements	Bidder's Response Yes/No
MR1	Must Submit a copy of certificate of Registration/Incorporation	
MR2	Must Submit a copy of Valid Tax Compliance certificate/Exemption Certificate/Exemption Certificate; valid for at least 1 month after closing date of tender	
MR3	Must Submit Valid copy of business license permit from relevant county Government	
MR4	Must fill, sign and stamp integrity declaration form in the format provided.	
MR5	Must fill, sign and stamp non-debarment statement in the format provided.	
MR6	Must Fill, sign and stamp the Form of Tender in the Format provided any discrepancy will lead to automatic disqualification.	
MR7	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)	
MR8	Must provide a tender security of Ksh 60,000.00 valid for 150 days from the date of tender opening.	
MR9	Must fill, sign and stamp Confidential Business Questionnaire in the format provided.	
MR10	Must Fill sign and stamp the Price Schedule in the format provided	
MR 11	Attach a copy of CR12 from the registrar of companies showing a list of companies' directors or a copy of ID copy for sole proprietor.	
MR 12	ICT Authority Accreditation: ICTA on Information Security	

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

TECHNICAL EVALUATION

Item	Technical Evaluation	Point Scored	Max. Points
1.	<p>Similar Experience: Proof of undertaking of a similar assignment in the last 4 years for a government/Corporate institution of similar size – over 2,000 computers, over 50 network switches - in Kenya. (Attach a copy of LPO or Contract).</p> <ul style="list-style-type: none"> a) At least 3 Sites completed 15 b) At least 2 Sites completed -- 8 c) At least 1 Sites completed -- 4 d) No site completed 0 		15
2.	<p>Qualification & Experience of two (2) key Technical Staff to be deployed in the assignment, Academic and Professional qualifications (Attach certified copies of certificates).</p> <ul style="list-style-type: none"> a) Bachelor’s degree in Computer Science or a related field (3 marks each) b) Professional certification in: <ul style="list-style-type: none"> i. Certified Information Systems Security Professional (3 Marks Each) ii. Certified Information Security Manager (2 Marks Each) iii. Certified Ethical Hacker Training Courses (5 Marks Each) iv. Certified Information Systems Auditor (2 Marks Each) v. Computer Hacking Forensic Investigator (5 Marks Each) <p>(Proof of employment – Employment letter/contract, 3 months</p>		40
3.	<p>Team leader’s experience: (Attach a detailed CV fully signed by both the employee and the employer in the format provided</p> <ul style="list-style-type: none"> a) Three number of Similar assignments handled (IT Security solution) (5 marks for each project = 15 marks) b) 10 and above years Number of years working experience in IT security industry) (5 marks) 		20
4.	<p>Delivery, Implementation and Training Period: The project plan must strictly commit to a maximum of 60days from day of Award:</p> <ul style="list-style-type: none"> a) Delivery of appliances, implementation, training and project closure within 60days --- 2 b) Delivery of appliances, implementation, training and project closure within 50days --- 4 c) Delivery of appliances, implementation, training and project closure within 40days --- 5 		5

Item	Technical Evaluation	Point Scored	Max. Points
5.	Financial Capacity of the Company a) Audited financial report for financial years 2018 & 2019 (10 Marks) b) Certified copies of bank statement covering a period of one (1) year { <i>September 2019 – August 2020</i> } (10 Marks)		20
	Total Score (Points / Marks)		100

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

Financial Evaluation

During Financial Evaluation the Evaluation Committee shall consider the following;

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

SECTION VI – DESCRIPTION OF SERVICES

SCOPE OF WORK

INTRODUCTION

Teachers Service Commission (TSC) intends to engage a consultant/firm to undertake an Independent Vulnerability Assessment and Penetration Testing {VAPT} for its application systems and the infrastructure. The methodology approach is to carry out a *white box testing* and recommend the mitigation measures to address threats. In this regard, TSC invites tenderers to carefully read the following scope of works.

TECHNICAL REQUIREMENTS

ENVIRONMENT

- TSC has local area networks (LANs) at the Head Office, and branches in various counties, the LANs are interconnected into a wide area network (WAN).
- TSC application are supported by Windows & Linux servers.

TSC runs on a Hyper-converged infrastructure (HCI) environment and is seeking to identify and select an independent organization to conduct a VAPT that will allow it to:

- Identify existing and potential vulnerabilities in current networks, applications and operating systems visible from LAN/WAN, and internet.
- Determine if the current networks, applications and operating systems are configured in a secure manner.
- Evaluate the security associated with public self-service web applications that are used by members/clients.

These activities are part of the Commission ongoing information security management and are focused on identifying threats the organization is currently exposed to, so that a mitigation measures are put in place.

SCOPE, APPROACH, AND METHODOLOGY

The scope of this assignment involves a comprehensive review of the organization's applications, database systems, operating systems, network infrastructure, physical security and procedures. This review will include but not be limited to:

- a) Conduct a stealth penetration test with zero knowledge of the externally facing technology assets in order to ascertain the vulnerabilities visible from the internet and show the impact should they be exploited. Network based Vulnerability assessment and pen test on Routers, switches, UTM, wireless network, wired network
- b) External Network Vulnerability Assessment and Penetration Testing
- c) Internal Network Vulnerability Assessment and Penetration Testing
- d) Internal Web Application Penetration Testing

- e) DMZ or Network Architecture Designs / Reviews
- f) Server Security and Configuration Reviews
- g) Database Security and Configuration Reviews
- h) Firewall and Router Configuration Reviews
- i) Server room/Data Centre Security
- j) Third party interconnection reviews
- k) Application Security Configuration reviews
- l) Back up and restoration policy and procedure reviews
- m) Mobile application security review
- n) Review of User access
- o) management, segregation of duties
- p) Social engineering testing services
- q) Wireless Connection security testing
- r) Security Maturity Assessment
- s) Incident Response Program Development or Review
- t) System Configuration and Change Management reviews
- u) Security review of the application and Wide Area Network (WAN)
- v) Examining various components of the security including data security, application systems security and facilities and people security
- w) Assessment of the adequacy of controls and procedures that identify an individual when transacting business through ICT channels
- x) Effectiveness of controls for managing performance and capacity that satisfy the business requirements
- y) Assessment of the adequacy of controls over the use of various devices
- z) Assessment of the adequacy of policies, procedures and controls that ensure that records created, and information captured are authentic and reliable
- aa) Assessment of whether all significant risks within the applications operations management, including continuity of systems are adequately and effectively controlled
- bb) Assessment to determine whether significant risks within the system have been identified by management and controls are in place over those risks.
- cc) VOIP, PBX vulnerabilities assessment and penetration testing
- dd) Physical security vulnerabilities assessment and penetration testing
- ee) Email, Internet vulnerability assessment and penetration testing
- ff) Cloud applications vulnerabilities assessment and penetration testing
- gg) ICT Governance
- hh) Training of staff

DELIVERABLES

The firm/consultant is expected to include various types of reports used to summarize and provide detailed information on security risk, vulnerabilities, and the necessary countermeasures and recommended corrective actions in the following formats.

- a) **Detailed technical report** - A document developed for the use by the Commission

technical personnel with *documented findings* which discusses: the solution configurations, the changes in the infrastructure, recommendations for further improvements, integration with other technologies including but not limited to Antivirus, Firewalls, IPSs and any other relevant information

- b) **Executive summary report** - A document developed to summarize the suitability of the solution including benefits, scope, approach, findings and recommendations, in a manner suitable for senior management.
- c) **Final Report of Penetration Testing** – A document developed in the following format: Executive Summary, Technical Findings, Supplemental Data, Appendices for management and technical audiences, and are written in clear, understandable English

NB

- *The firm/Consultant is expected to provide samples reports and demonstrate how they will handle sensitive data on transmission, on storage and on deletion.*
- *Supplemental data -A supplement containing the technical details of any key findings and a comprehensive analysis of critical flaws. This section also often includes sample data recovered during the exploitation of critical or high-risk vulnerabilities*

PROJECT MANAGEMENT APPROACH

The firm is expected to provide a detail methodology and a work plan indicating the timeline for the exercise.

SECTION VI - STANDARD FORMS

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

8.1 FORM OF TENDER

Date _____ Tender No. _____

To.....
[Name and address of procuring entity]

Gentlemen and/or Ladies:
Having examined the tender documents including Addenda
Nos..... [insert numbers),
the of which is hereby duly acknowledged, we the undersigned, offer to
provide.....
.....[description of services]
in conformity with the said tender documents for the sum of
.....
.....
..... [total tender amount in words and figures]
or such other sums as may be ascertained in accordance with the Schedule of Prices attached
herewith and made part of this Tender.
We undertake, if our Tender is accepted, to provide the services in accordance with the services
schedule specified in the Schedule of Requirements.

If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent
to.....percent of the Contract Price for the due performance of the Contract,
in the form prescribed by (Procuring entity).
We agree to abide by this Tender for a period of[number] days from the date fixed
for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be
accepted at any time before the expiration of that period.
Until a formal Contract is prepared and executed, this Tender, together with your written
acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 2020

[signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of _____

8.2 PRICE SCHEDULE OF SERVICES

NAME OF TENDER: PROVISION OF NETWORK SECURITY, VULNERABILITY ASSESSMENT AND PENETRATION TESTING

TENDER NUMBER: TSC/T/39/2020-2021

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

Description of Service	Total Amount inclusive of VAT (KSHS)
Provision of Network Security, Vulnerability Assessment And Penetration Testing	

Name of Tenderer

Signature of Tenderer:

Rubber Stamp of tenderer:

NB: PLEASE TRANSFER THIS TOTAL AMOUNT TO THE FORM OF TENDER

8.3 CONTRACT FORM

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

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

in the presence of _____.

8.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General
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.....

Part 2 (a) – Sole Proprietor
Your name in full.....Age.....
Nationality.....Country of Origin.....
Citizenship details.....

Part 2 (b) – Partnership																				
Given details of partners as follows																				
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																	
1.																	
2.																	
3.																	
4.																	

Part 2 (c) – Registered Company																				
Private or Public																				
State the nominal and issued capital of company																				
Nominal Kshs.																				
Issued Kshs.																				
Given details of all directors as follows																				
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																	
1.																	
2.																	
3.																	
4.																	

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

8.5 TENDER SECURITY FORM

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

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

Of.....having registered office at[name of procuring entity](hereinafter called “the
Bank”)are bound unto.....[name of procuring entity](hereinafter called “the procuring
entity”) in the sum offor 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 of 20_____.

THE CONDITIONS of this obligation are:

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

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

8.7 PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

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

No. _____[reference number of the contract] dated _____20____ to supply.....

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

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

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

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

[amount of the guarantee in words and figures],

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

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

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

8.8 BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

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

.....

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

of

[amount of guarantee in figures and words].

We,the

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

[amount of guarantee in figures and words].

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.9 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

8.10 NON-DEBARMENT STATEMENT

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

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

Dated this day of 20.....

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

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

8.11 INTEGRITY DECLARATION

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

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

Tender name:

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

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

Name and Title of Signatory.....

8.12 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary