

TEACHERS SERVICE COMMISSION



TENDER DOCUMENT FOR PROCUREMENT OF SERVICES

**PROVISION OF COMPREHENSIVE MOTOR VEHICLE
INSURANCE COVER FOR TWO (2) YEARS FROM DATE
OF CONTRACT
(INSURANCE UNDERWRITERS ONLY)**

TENDER NO. TSC/T/033/2018-2019

**CLOSING DATE: WEDNESDAY, 20TH MARCH 2019 AT
11.00A.M.**

Teachers Service Commission
Upper Hill, Kilimanjaro Road,
Private Bag, 00100
Nairobi

Email: info@tsc.co.ke
Website: <http://www.tsc.go.ke>

Head of Procurement
Email: ddprocurement@tsc.go.ke

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SECTION I ~ INVITATION FOR TENDERS

Tender Name: Provision of Motor Vehicle Insurance Services

Tender Ref No.: TSC/T/033/2018~2019

- 1.1.1 The Teachers Service Commission invites sealed tenders from eligible bidders for the Provision of Motor Vehicle Insurance Services
- 1.1.2 Interested eligible candidates may obtain further information and inspect the tender documents at Teachers Service Commission House Kilimanjaro Road Upper Hill, 2nd Floor Podium Wing during normal working hours. Rates quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for 150 days after the date of tender opening. Tenders must be accompanied by a Tender Security of 2% of the contract sum 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.
- 1.1.3 You may obtain further information, inspect and obtain tender documents at the Procurement office, Teachers Service Commission House, 2nd Floor, Podium Wing. A complete hard copy tender document may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs. 1,000.00** in cash or bankers cheque payable to **The Secretary, Teachers Service Commission**; and attach a copy of receipt to the Tender Document. Alternatively, the document may be downloaded for free from www.tsc.go.ke and also at the IFMIS tender portal: supplier.treasury.go.ke using –‘Link to GOK tenders’ and finding using the unique IFMIS Tender Number provided against each of the tenders. **Prices quoted should be net inclusive of all taxes must be expressed in Kenya shillings.**
- 1.1.4 Completed tender documents must be enclosed in plain sealed envelopes, marked with the tender number and tender name and be deposited in the tender box provided at the **TSC House, 3rd Floor Podium wing**, or be addressed and posted to **The Secretary, Teachers Service Commission, Private Bag ~ 00100, Nairobi** to be received on or before **WEDNESDAY, 20TH MARCH 2019** at **11.00a.m.**
- 1.1.5 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at **Teachers Service Commission House, 3rd Floor Podium.**

DR. NANCY NJERI MACHARIA
COMMISSION SECRETARY/CHIEF EXECUTIVE

SECTION I - INSTRUCTION TO TENDERERS

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SECTION I - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to 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 TSC's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and service providers) 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 TSC 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 the 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 TSC, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000.
- 2.2.3 TSC shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers

- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification 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 Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify TSC by post or by email at TSC's address indicated in the Invitation for tenders. TSC will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of the tenders, prescribed by TSC. 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 candidates who have received the tender documents.

2.4.2 TSC 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.

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

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, TSC, 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, TSC, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

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 TSC, 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 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

2.8. Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

- 2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price 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 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 2.20.5

2.10. Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings only

2.11. Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to TSC'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 Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect TSC against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of:

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Authority.

2.12.4.1 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by TSC as non-responsive, pursuant to paragraph 2.20.5

2.12.4.2 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

2.12.4.3 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

2.12.5 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender sum as submitted and read out during the tender opening. (it shall be absolute and final and shall not be subject to correction, adjustment or amendment in any way by any person)

2.13. Validity of Tenders

2.13.1.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by TSC as non-responsive.

2.13.1.2 In exceptional circumstances, TSC 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 granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare **One (1)** Original and **TWO (2)** Copy of the tender, clearly marked "ORIGINAL TENDER" and "TWO 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 un-amended 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 the copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to TSC 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 **WEDNESDAY, 20TH MARCH 2019 at 11.00AM.**

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, TSC 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 TSC at the address specified under paragraph 2.15.2 not later than **WEDNESDAY, 20TH MARCH 2019 at 11.00AM**

2.16.2 TSC may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of TSC 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 the tender box shall be received by TSC 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 tenders, is received by TSC prior to the deadline prescribed for 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 fax or email but followed by a signed confirmation copy, postmarked no 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. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

2.18.1 TSC will open all tenders in the presence of tenderers' representatives who choose to attend, on **WEDNESDAY, 20TH MARCH 2019 at 11.00AM and** in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

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

2.18.3 TSC will prepare minutes of the tender opening, which will be submitted to 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 TSC may, at its discretion, ask the tenderer for a clarification of its tender. The request

for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 TSC will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 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 forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 TSC may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, TSC 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 TSC'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 TSC and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

- 2.21.1 Where other currencies are used, TSC 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 TSC will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 TSC'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 2.22.3.

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

2.22.3 Pursuant to paragraph 2.22.2 the following evaluation methods will be applied.

(a) Operational Plan

- (i) TSC requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than TSC have required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

- (I) Tenderers shall state their tender price for the payment on 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. TSC may consider
the alternative payment schedule offered by the
selected tenderer.

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

2.23. Contacting TSC

- 2.23.1 Subject to paragraph 2.19 no tenderer shall contact TSC 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 TSC in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

- 2.24.1 The Procuring entity will verify and 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 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 2.11.2, as well as such other information as TSC 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 TSC will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

- 2.25.1 Subject to paragraph 2.29 TSC 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.
- 2.25.2 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.

2.26. Procuring entity's Right to accept or Reject any or all Tenders

2.26.1 TSC 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 TSC's action. If TSC determines that none of the tenders is responsive, TSC shall notify each tenderer who submitted a tender.

2.26.2 TSC 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.

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

2.27 Notification of Award

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

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and TSC pursuant to clause

2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 TSC will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

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

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

2.28.3 The contract will be definitive upon its signature by the two parties.

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

2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security of **10%** of the tender sum in accordance with the Conditions of Contract, in a form acceptable to TSC.

2.29.2 Failure by 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 TSC may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 TSC 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.

2.30.2 TSC 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

2.30.3 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 the procurement of insurance brokerage services shall complement, supplement, or amend, the provisions on 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.

(I) Provisions of Appendix to instructions to Tenderers

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1 Eligibility	Insurance Underwriters Only
2.12 Tender Security	Tender security required One Million (Kshs. 1,000,000) in acceptable form in the PPADA 2015 and valid for 150 days from the date of tender opening.
2.14.1 Number of Tender Copies	ONE original and TWO copies properly bound Paginated/serialized/numbered and signed
2.15.2 (b) State day, date and time of tender closing	WEDNESDAY, 20TH MARCH 2019 at 11.00AM
2.16.1 State day, date and time of tender closing	<i>As 2.15.2 (b) above</i>
2.16.3	Delivered to TSC House, 3 rd Floor Podium wing, or Posted to: The commission secretary, TSC, Upper Hill, Kilimanjaro road, Private bag, 00100 NAIROBI
2.18.1	<i>As 2.15.2 (b) above</i>
2.22. The evaluation criteria	See (II) below
2.29 Performance Security	10% of tender sum in form of unconditional bank guarantee

(II) EVALUATION CRITERIA

The method of evaluation will be Merit Point System and the evaluation criteria will be applied as indicated here below: -

1.	MANDATORY REQUIREMENTS	(YES/NO)
a)	Original tender security (Value Kshs. 1,000,000.00) in the form acceptable under PPADA 2015 and valid for 150 days from the date of tender opening. <i>Note: No self-guarantee, to use tender security from an Insurance company, you have to provide from a different company)</i>	
b)	Certified Copy valid of certificate of incorporation/Registration	
c)	Certified Copy of current/valid Single Business Permit from County Government	
d)	Certified Duly filled, signed and stamped form of tender	
e)	Certified copy of certificate from IRA for current year (2019)	
f)	Certified copy of Certificate of Registration as a member of AKI for the current year (2019)	
g)	Certified Copy of current Valid Tax Compliance Certificate from KRA (Attach a copy of KRA TCC Checker)	
h)	Commitment to excess protector and Political Violence and terrorism(PVT) (provide a letter)	
i)	Certified Dully filled, signed & stamped Confidential Business Questionnaire Form. This shall be signed by the Directors in CR12	
j)	Certified Copy of CR 12 certificate	
k)	Dully filled, signed and stamped self-declaration form in the format provided	
l)	Dully filled, signed and stamped anti-corruption declaration/commitment pledge form	
m)	Evidence of physical registered office (proven physical location with an attached copy of lease and address of firm, copy of electricity or water bill.	
n)	Three years audited accounts 2015, 2016 and 2018. Provide a bank a monthly summarized cash flow for the year 2018.	
o)	One original and two copies of tender document properly bound and Paginated/serialized/numbered on all pages and attachments	

Note:

- *All certified documents MUST be stamped by the Commissioners of OATH*
- *Bidders must meet all the mandatory requirements to qualify for technical evaluation.*

2.	TECHNICAL EVALUATION OPERATIONS PERFORMANCE AND HUMAN RESOURCES			Max Scores
a)	List of (5) Clients (Government Ministries or State Corporations) in the last five (5) years (4 marks each). Attach Documentary Evidence (Contracts, LSO or Completion Letter)			20
b)	5 dully filled, signed and stamped Client Reference Forms (To be signed by a senior officer of the organization) Client Reference Form Rating <ul style="list-style-type: none"> • Excellent (3 marks each) • Good (2 marks each) • Average (1 mark) • Poor (0 marks) 			15
c)	Professional qualifications and experience of the Principal Officer (Attach certificates & CV)	ACII/AIHK certification-2 points	2	14
		Relevant degree- 2 points	2	
		Relevant experience- 1 point for every year's experience. - max. 10 years	10	
d)	Professional qualifications and experience of two other technical personnel (Attach certificates & CV)	ACII/AIHK- 1 point for each personnel	2	8
		Relevant degree- 1 point for each personnel	2	
		Relevant experience -1 point for every year's experience. max.- 2 years	4	
e)	List of four (4) other professional staff and specify portfolio/tasks (Attach CVs & certificates of personnel (2 marks for Masters, 1 mark for degree and 1 mark for professional))			4
f)	Financial capability for the last three years: (i) liquidity ratio: 2.1 ratio - 2 marks per year 1.1 ratio - 1 mark per year Less - 0 marks			6
g)	Average motor vehicle insurance premium turnover for the LAST TWO years- (2 points) for every Kshs. 300 million and above handled (Max - 10)			10
h)	Benefits (Additional benefits to the cover will be evaluated and rated appropriately) 2marks for each benefit up to a maximum of four (4) benefits			8
i)	Period used to settle previous claims in the last two years upon representation of proper documents. (Attach evidence – 3 marks per claim settled within one month up to a maximum of 5)			15
	TOTAL TECHNICAL			100

N/B

Qualification: - To qualify for financial evaluation, the bidder must score a minimum of 75 points

Award Criteria: - The lowest quoted bidder after achieving the minimum technical score will be recommended for award.

Due diligence : - Will be conducted to the lowest evaluated bidder before award.

SECTION II - GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

- (a) “The Contract” means the agreement entered into between TSC 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 tenderer including any documents, which the tenderer is required to provide to TSC under the Contract.
- (d) “TSC” means the organization procuring the services under this Contract
- (e) “The Service provider” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Service provider shall not, without TSC’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of TSC in connection therewith, to any person other than a person employed by the service provider in the performance of the Contract.

3.4.2 The Service provider shall not, without TSC’s prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of TSC and shall be returned (all copies) to TSC on completion of the contract's or performance under the Contract if so required by TSC.

3.5. Patent Rights

- 3.5.1 The Service provider shall indemnify TSC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

- 3.6.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to TSC the performance security of 10% from a reputable bank.
- 3.6.2 The proceeds of the performance security shall be payable to TSC 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 TSC and shall be in the form of:
- a) A bank guarantee.
 - b) Such insurance guarantee approved by the Authority.
- 3.6.4 The performance security will be discharged by TSC and returned to the Candidate not later than thirty (30) days following the date of completion of the Service provider's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

- 3.7.1 Delivery of the services shall be made by the Service provider in accordance with the terms specified by TSC in the schedule of requirements and the special conditions of contract

3.8. Payment

- 3.81. The method and conditions of payment to be made to the service provider under this Contract shall be specified in SCC
- 3.82. Payment shall be made promptly by TSC, but in no case later than sixty (60) days after submission of an invoice or claim by the service provider

3.9. Prices

- 3.9.1 Prices charges by the service provider for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in TSC's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding Two years (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by TSC within 30 days of receiving the request.

3.10. Assignment

- 3.10.1 The Service provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with TSC's prior written consent.

3.11. Termination for Default

- 3.11.1 TSC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service provider terminate this Contract in whole or in part:
 - (a) If the Service provider fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by TSC.
 - (b) If the Service provider fails to perform any other obligation(s) under the Contract
 - (c) If the Contract in the judgment of TSC has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.2 In the event TSC 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 un-delivered and the Service provider shall be liable to TSC for any excess costs for such similar services. However, the service provider shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

- 3.12.1 TSC may at any time terminate the contract by giving written notice to the Service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to TSC.

3.13. Termination for Convenience

- 3.13.1 TSC by written notice sent to the service provider, 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 entities convenience, the extent to which performance of the service provider 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 TSC may elect to cancel the services and pay to the service provider an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 TSC and the service provider shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

- 3.1.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.1.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION III – SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
3.14 Dispute resolution	In case of a dispute between the service provider & the procuring entity, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred to arbitration as per the provisions of the Arbitration Act of 1995(Cap 49) before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the Chartered Institute of Arbitrators Kenya Branch and any award given shall be final
3.6 Performance security	10% of tender sum in form of unconditional bank guarantee
3.7 Delivery of Services	Immediately within 30 days before signing of the contract
3.8 Payment	30 days after receipt of Invoice and Debit Notes
3.16 Applicable law	The Laws of Kenya
3.18 Notices	The Commission Secretary, Teachers service Commission, Private bag – 00100, Nairobi Tel: 020-2892000 Email: ddprocurement@tsc.go.ke

NB:

Any Vehicle acquired by Teachers Service Commission within the two (2) years contract period and shall be covered under the same rates, terms and conditions of the existing contract

SECTION IV - SCHEDULE OF REQUIREMENTS

A list of all the motor vehicles to be insured is tabulated below detailing their make, class, number of passengers and current value in Kenya Shillings.

VEHICLES AT TSC HEADQUARTERS

S/NO	LOCATION	REGISTRATION	MAKE	VEHICLE CLASS	YEAR OF REG.	VALUE 2019	NO OF PASSENGERS
1.	TSC HQS	GKB 746S	Mercedes Benz	Private		9,700,000	5
2.	TSC HQS	KCM 114M/GKB 604S	Toyota Prado	Private		9,400,000	5
3.	TSC HQS	GKB 750R	Subaru Forestor	Private		3,300,000	5
4.	TSC HQS	KCE 125S/GKB 945K	Toyota Prado	Private		6,900,000	5
5.	TSC HQS	KCE 107 S/GKB 897J	Toyota Prado	Private		6,900,000	5
6.	TSC HQS	GKB 750S	Toyota Prado	Private		9,000,000	5
7.	TSC HQS	GKB 718S	Toyota Fortuner	Private		6,300,000	5
8.	TSC HQS	GKB 603S	Toyota Fortuner	Private		5,500,000	5
9.	TSC HQS	GKB 605S	Toyota Fortuner	Private		5,800,000	5
10.	TSC HQS	GKB 606S	Toyota Fortuner	Private		5,500,000	5
11.	TSC HQS	GKB 623S	Toyota Fortuner	Private		5,500,000	5
12.	TSC HQS	GKB 644S	Toyota Fortuner	Private		5,600,000	5
13.	TSC HQS	GKB 662S	Toyota Fortuner	Private		5,600,000	5
14.	TSC HQS	GKB 751R	Subaru Forestor	Private		3,300,000	5
15.	TSC HQS	GKB 685S	Isuzu D-Max	Private		4,000,000	5
16.	TSC HQS	GKB 686S	Isuzu D-Max	Private		4,000,000	5
17.	TSC HQS	GKB 757J	Mitsubishi Pajero	Private		3,500,000	5
18.	TSC HQS	GKB 738J	Subaru Forestor	Private		2,500,000	5
19.	TSC HQS	GKB 362D	Ford Everest	Private		2,500,000	5
20.	TSC HQS	GKB 816X	Toyota Prado	Private		900,000	5
21.	TSC HQS	GKA 806X	Nissan Urvan	Commercial		400,000	9
22.	TSC HQS	GKB 847D	Subaru Outback	Private		2,850,000	5
23.	TSC HQS	GKB 908D	Toyota Prado	Private		4,800,000	5
24.	TSC HQS	GKB 737J	Subaru Forestor	Private		2,500,000	5
25.	TSC HQS	GKA 818X	Nissan Urvan	Commercial		550,000	9
26.	TSC HQS	GKA 814X	Nissan Pickup	Commercial		400,000	3
27.	TSC HQS	GKA 158Y	Mitsubishi Pajero	Private		1,000,000	5
28.	TSC HQS	GKA 821X	Isuzu Bus	Commercial		1,100,000	48
29.	TSC HQS	GKB 848D	Subaru Forestor	Private		1,600,000	5
30.	TSC HQS	GKA 819X	Toyota Avensis	Private		1,000,000	5
31.	TSC HQS	GKA 803X	Toyota Corolla	Private		300,000	5
32.	TSC HQS	GKB 363D	Ford Everest	Private		2,100,000	8

S/NO	LOCATION	REGISTRATION	MAKE	VEHICLE CLASS	YEAR OF REG.	VALUE 2019	NO OF PASSENGERS
33.	TSC HQS	GKA 817X	Nissan Urvan	Commercial		700,000	9
34.	TSC HQS	GKB 849D	Subaru Forestor	Private		1,600,000	5
35.	TSC HQS	GKA 810X	Civillian Bus	Commercial		1,500,000	28
36.	TSC HQS	GKA 820X	Toyota Prado	Commercial		500,000	5
37.	TSC HQS	GKA 822X	Nissan Urvan	Commercial		400,000	14
38.	TSC HQS	GKB 829S	Toyota Hiace	Commercial		5,500,000	9
39.	TSC HQS	GKB 830S	Toyota Hiace	Commercial		5,500,000	9
40.	TSC HQS	GKA 802X	Nissan Sunny	Private		300,000	5
41.	TSC HQS	GKB 943S	Toyota Corolla	Private		4,000,000	5
42.	TSC HQS	GKB 961S	Toyota Hiace	Commercial		5,900,000	9
43.	TSC HQS	GKB 909S	Toyota Prado	Private		12,500,000	5
VEHICLES AT COUNTY OFFICES							
1	BARINGO	GKB 344D	Ford Ranger (Double Cabin)	Private	2013	1,300,000	5
2	BOMET	GKB 340D	Ford Ranger (Double Cabin)	Private	2013	1,300,000	5
3	BUNGOMA	GKB 352D	Ford Ranger (Double Cabin)	Private	2013	1,300,000	5
4	BUSIA	GKB 359D	Ford Ranger (Double Cabin)	Private	2013	1,300,000	5
5	ELGEYO MARAKWET	GKB 353D	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
6	EMBU	GKB 809D	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
7	EMBU	GKB 684S	Isuzu D Max (Double Cabin)	Private	2017	4,000,000	5
8	GARISSA	GKB 347D	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
9	GARISSA	GKB 675S	Isuzu D Max (Double Cabin)	Private	2017	4,000,000	5
10	HOMABAY	GKB 346D	Ford Ranger (Double Cabin)	Private	2013	1,300,000	5
11	ISIOLO	GKB 807D	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
12	KAJIADO	GKB 008E	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
13	KAJIADO	GKB 690S	Isuzu D Max (Double Cabin)	Private	2017	4,000,000	5
14	KAKAMEGA	GKB 007E	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
15	KAKAMEGA	GKB 679S	Isuzu D Max (Double Cabin)	Private	2017	4,300,000	5
16	KERICHO	GKB 348D	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
17	KIAMBU	GKB 350D	Ford Ranger (Double Cabin)	Private	2013	1,300,000	5
18	KILIFI	GKB 342D	Ford Ranger (Double Cabin)	Private	2013	1,300,000	5
19	KIRINYAGA	GKB 354D	Ford Ranger (Double Cabin)	Private	2013	1,300,000	5
20	KISII	GKB 343D	Ford Ranger (Double Cabin)	Private	2013	1,300,000	5
21	KISUMU	GKB 357D	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
22	KISUMU	GKB 674S	Isuzu D Max (Double Cabin)	Private	2017	4,000,000	5
23	KITUI	GKB 351D	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
24	KITUI	GKB 691S	Isuzu D Max (Double Cabin)	Private	2017	4,000,000	5
25	KWALE	GKB 004E	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
26	LAIKIPIA	GKB 801D	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
27	LAMU	GKB 775D	Ford Ranger (Double Cabin)	Private	2013	1,700,000	5

S/NO	LOCATION	REGISTRATION	MAKE	VEHICLE CLASS	YEAR OF REG.	VALUE 2019	NO OF PASSENGERS
28	MACHAKOS	GKB 338D	Ford Ranger (Double Cabin)	Private	2013	1,300,000	5
29	MACHAKOS	GKB 680S	Isuzu D Max (Double Cabin)	Private	2017	4,000,000	5
30	MAKUENI	GKB 336D	Ford Ranger (Double Cabin)	Private	2013	1,300,000	5
31	MANDERA	GKB 498D	Land Rover (Station Wagon)	Private	2013	1,900,000	5
32	MANDERA	GKB 681S	Isuzu D Max (Double Cabin)	Private	2017	4,100,000	5
33	MARSABIT	GKB 497D	Land Rover (Station Wagon)	Private	2013	1,500,000	5
34	MARSABIT	GKB 683S	Isuzu D Max (Double Cabin)	Private	2017	4,400,000	5
35	MERU	GKB 356D	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
36	MIGORI	GKB 806D	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
37	MOMBASA	GKB 345D	Ford Ranger (Double Cabin)	Private	2013	1,300,000	5
38	MURANGA	GKB 349D	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
39	MURANGA	GKB 688S	Isuzu D Max (Double Cabin)	Private	2017	4,000,000	5
40	NAIROBI	GKB 341D	Ford Ranger (Double Cabin)	Private	2013	1,300,000	5
41	NAKURU	GKB 358D	Ford Ranger (Double Cabin)	Private	2013	1,300,000	5
42	NANDI	GKB 811D	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
43	NAROK	GKB 339D	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
44	NYAMIRA	GKB 802D	Ford Ranger (Double Cabin)	Private	2013	1,300,000	5
45	NYANDARUA	GKB 803D	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
46	NYERI	GKB 355D	Ford Ranger (Double Cabin)	Private	2013	1,300,000	5
47	SAMBURU	GKB 368D	Land Rover (Station Wagon)	Private	2013	1,500,000	5
48	SIAYA	GKB 805D	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
49	TAITA TAVETA	GKB 006E	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
50	TANA RIVER	GKB 003E	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
51	TARBAJ	GKB 801F	Land cruiser	Private	2013	3,300,000	5
52	THARAKA-NITHI	GKB 808D	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
53	TRANS-NZOIA	GKB 804D	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
54	TURKANA	GKB 360D	Land Rover (Station Wagon)	Private	2013	1,500,000	5
55	TURKANA	GKB 682S	Isuzu D Max (Double Cabin)	Private	2017	4,350,000	5
56	UASIN GISHU	GKB 810D	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
57	VIHIGA	GKB 770D	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
58	VIHIGA	GKB 687S	Isuzu D Max (Double Cabin)	Private	2017	4,000,000	5
59	WAJIR	GKB 005E	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
60	WEST POKOT	GKB 689S	Isuzu D Max (Double Cabin)	Private	2017	4,000,000	5
61	WEST POKOT	GKB 001E	Ford Ranger (Double Cabin)	Private	2013	1,500,000	5
62	KISII	GKB 911S	Isuzu D Max (Double Cabin)	Private	2017	4,700,000	5
63	SAMBURU	GKB 912S	Isuzu D Max (Double Cabin)	Private	2017	4,700,000	5
64	KIAMBU	GKB 913S	Isuzu D Max (Double Cabin)	Private	2017	4,700,000	5
65	KIRINYAGA	GKB 914S	Isuzu D Max (Double Cabin)	Private	2017	4,700,000	5
66	MAKUENI	GKB 915S	Isuzu D Max (Double Cabin)	Private	2017	4,700,000	5
67	MOMBASA	GKB 916S	Isuzu D Max (Double Cabin)	Private	2017	4,700,000	5
68	BARINGO	GKB 917S	Isuzu D Max (Double Cabin)	Private	2017	4,700,000	5

S/NO	LOCATION	REGISTRATION	MAKE	VEHICLE CLASS	YEAR OF REG.	VALUE 2019	NO OF PASSENGERS
69	MERU	GKB 918S	Isuzu D Max (Double Cabin)	Private	2017	4,700,000	5
70	BUNGOMA	GKB 919S	Isuzu D Max (Double Cabin)	Private	2017	4,700,000	5
71	SIAYA	GKB 920S	Isuzu D Max (Double Cabin)	Private	2017	4,700,000	5
72	TANA RIVER	GKB 922S	Isuzu D Max (Double Cabin)	Private	2017	4,700,000	5
73		GKB 953U	Isuzu D Max (Double Cabin)	Private	2018	4,995,000	5
74		GKB 954U	Isuzu D Max (Double Cabin)	Private	2018	4,995,000	5
75		GKB 955U	Isuzu D Max (Double Cabin)	Private	2018	4,995,000	5
76		GKB 956U	Isuzu D Max (Double Cabin)	Private	2018	4,995,000	5
77		GKB 957U	Isuzu D Max (Double Cabin)	Private	2018	4,995,000	5
78		GKB 958U	Isuzu D Max (Double Cabin)	Private	2018	4,995,000	5
79		GKB 959U	Isuzu D Max (Double Cabin)	Private	2018	4,995,000	5
80		GKB 960U	Isuzu D Max (Double Cabin)	Private	2018	4,995,000	5
81		GKB 964U	Isuzu D Max (Double Cabin)	Private	2018	4,995,000	5
82		GKB 965U	Isuzu D Max (Double Cabin)	Private	2018	4,995,000	5
83		GKB 966U	Isuzu D Max (Double Cabin)	Private	2018	4,995,000	5
84		GKB 967U	Isuzu D Max (Double Cabin)	Private	2018	4,995,000	5
85		GKB 969U	Isuzu D Max (Double Cabin)	Private	2018	4,995,000	5
86		GKB 970U	Isuzu D Max (Double Cabin)	Private	2018	4,995,000	5
87		GKB 971U	Isuzu D Max (Double Cabin)	Private	2018	4,995,000	5
88		GKB 972U	Isuzu D Max (Double Cabin)	Private	2018	4,995,000	5
89		GKB 973U	Isuzu D Max (Double Cabin)	Private	2018	4,995,000	5
90		GKB 974U	Isuzu D Max (Double Cabin)	Private	2018	4,995,000	5
91		GKB 975U	Isuzu D Max (Double Cabin)	Private	2018	4,995,000	5

Notes:

- TSC may acquire additional motor vehicles during the two (2) year contract period and the vehicles shall be insured and covered under the same rates, terms and conditions of the existing contract. Cover for any other additional vehicle shall commence as may be instructed by the TSC.
- The tenderer must disclose the percentage and minimum/Maximum amount charged on all classes of motor vehicles in cases where the employer is to blame. The percentage should not exceed 5%.
- Premium payments shall be made per year

SECTION V – DESCRIPTION OF SERVICES

(1) PRIVATE MOTOR VEHICLE COMPREHENSIVE INSURANCE COVER

POLICY	Motor Vehicle Comprehensive Insurance
PERIOD	Two years
SCOPE OF COVER	Comprehensive cover: Provides Indemnity to the insured for loss or damage to motor vehicles and its accessories and spare parts whilst thereon as well as third party liability occasioned by use of the vehicle.
INTEREST AND SUM INSURED	As per schedule annexed hereof
LIMITS OF LIABILITY	Third Party Persons - Unlimited Third Party Property - Kshs.10 million Passenger Liability Claims - Kshs.4 million per person, Towing Charges - Kshs. 50,000/= Repair Authority - Kshs. 50,000/= Medical Expenses - Kshs. 50,000/= Radio Cassette –Replacement Value Windscreen - Kshs. – Replacement Value Provide a replacement vehicle in case of unavailability of insured vehicles and indicate conditions therein
EXCESS	The premium quoted must be inclusive of the excess protector
CANCELLATION NOTICE	Sixty (60) Days
EXTENSIVE CLAUSES	<ol style="list-style-type: none"> 1. Including Passenger Legal Liability 2. Including Liability of passengers acts of negligence 3. Including Strike, political violence, terrorism, riot and civil commotion 4. Including Windscreen/window glass damage clause 5. Including Unspecified radio/cassette damage clause 6. Including earthquakes, floods and all special perils 7. Including Use by motor trader 8. Including unobtainable parts clause 9. Including Personal effects Kshs. 100,000
Geographical Area	East Africa subject to, COMESA yellow card

Notes:

- i. All Teachers Service Commission vehicles involved in accidents will be repaired at **Franchised Dealers only, unless advised otherwise.**
- ii. All Commission vehicles involved in accident and repairs authorized by the insurance company and irrespective of their age, will not attract extra charges apart from Policy excess.

SECTION VI - STANDARD

FORMS Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to TSC.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to TSC.

FORM OF TENDER

To:

Date

Name and address of procuring entity_____

Tender No.

Tender Name

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document 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.

2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.

3. 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.

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

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

Dated this _____ day of _____ 2019

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of

PRICE SCHEDULE FORM

TEACHERS SERVICE COMMISSION

PREMIUM SUMMARY

S/No.	POLICY/CLASS	TOTAL COST PAYABLE BY CLIENT				UNDERWRITER
		Premium	Taxes- show separately all applicable taxes	Total Premium	Excess	

We undertake, if our tender is accepted, provide insurance covers in accordance with the schedule rates and delivery dates specified herein above.

Name

Name of signatory:

In the capacity of:

Authorized Signature:

Company Rubber Stamp/Seal.....

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20____ between TEACHERS SERVICE COMMISSION of _____ [country of Procurement entity] (hereinafter called TSC) of the one part and _____ [name of tenderer] of _____ [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS TSC invited tenders for the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS: -

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

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____

FORM 2 - CLIENT REFERENCE FORM

(Five Clients to fill separate forms)

Name of Insurance firm.....

Name and address of Insured (Client).....

.....

Insurance Policies handled

Class of Insurance	Period of Cover

Performance Evaluation

(The insured to indicate client rating by ticking the appropriate box)

How do you rate the performance of the insurance broker as per their responsiveness to the following: -	Excellent	Good	Average	Poor
1. Claims handling				
2. Underwriting responsiveness				
3. General customer care				

Please note:

Client Reference Form Rating will be as follows; excellent -3 points, Good -2 point, Average -1 points and Poor -0 points.

The rating per form will be averaged.

Name of authorized signatory (Insured).....

Title.....

Signature.....

Date.....

Official stamp of the Insured

Telephone contacts:-.....

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part _____

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 KHz.....

Name of your bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age

Nationality Country of origin

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) Registered Company: Private or public

State the nominal and issued capital of the company –

Nominal KHz.

Issued Kshs.....

Give details of all directors as follows

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

Date..... Signature of Tenderer

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

TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at TEACHERS SERVICE COMMISSION (hereinafter called <TSC> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____

THE CONDITIONS of this obligation are: -

1. If the tenderer withdraws its tender during the period of tender validity specified by TSC on the Form; or
2. If the tender, having been notified of the acceptance of its tender by TSC 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 tenders.
 - (c) rejects a correction of an arithmetic error in the tender

We undertake to pay to TSC up to the above amount upon receipt of its first written demand, without TSC having to substantiate its demand, provided that in its demand TSC will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

This tender 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 stated date.

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:
[Name of 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 of insurance 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 a 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 of money 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 of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

TENDER SECURING DECLARATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date:..... *of Bid Submission]*

Tender No.....

To: Teachers service Commission

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of **Two years** starting **on the date of this tender Opening** if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (I) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (I) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

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

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

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

SELF-DECLARATION FORM

Date _____

To:

The Commission Secretary

Teachers service Commission

Private Bag – 00100

NAIROBI

The tenderer i.e. (name and address) _____

_____ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Name.....

Title.....

Signature.....

Date.....

Official Stamp.....

(To be signed by authorized representative and officially stamped)

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(Sections 62 of the PPD Act, 2015)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/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, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name of Signatory.....

Title of Signatory

Official Stamp.....

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(*FULL PARTICULARS*) _____

SIGNED FOR ACCOUNTING OFFICER

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 TEACHERS SERVICE COMMISSION of

.....dated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for 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

