

TEACHERS SERVICE COMMISSION



OPEN TENDER

**PROVISION OF GROUP LIFE ASSURANCE COVER FOR TSC
COMMISSIONERS AND SECRETARIAT STAFF**

TSC/T/48/2018-2019

UNDERWRITERS LIFE BUSINESS ONLY

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

Email: info@tsc.co.ke
Website: www.tsc.go.ke

CLOSING DATE 20TH NOVEMBER 2019

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SECTION I - INVITATION TO TENDER

**TENDER NAME: PROVISION OF GROUP LIFE ASSURANCE COVER FOR TSC COMMISSIONERS AND SECRETARIAT STAFF
TENDER NO: TSC/T48/2018-2019**

1. The Teachers Service Commission invites sealed tenders from eligible candidates for the Provision of Group Life Cover for TSC Commissioners and Staff Contract. Thus, the tender is reserved for insurance companies that are licensed by Insurance Regulatory Authority to transact in life business.
2. Interested eligible candidates may obtain further information from and inspect the tender documents at Teachers Service Commission House Kilimanjaro Road Upper Hill, 2nd Floor Podium Wing during normal working hours. Tenders must be accompanied by a Tender Security of **Kshs. 400,000.00** 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. The tender security shall remain valid for a period of 150 days. **Self-issued Tender Securities will not be accepted.**
3. Complete set of tender documents may be obtained by upon payment of non-refundable fees of Kshs. 1,000.00. Payable to 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
4. Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for 120 days after the date of tender opening.
5. 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, Podium wing, 3rd floor**, or be addressed and posted to **The Secretary, Teachers Service Commission, Private Bag - 00100, Nairobi** to be received on or before **WEDNESDAY 20th November 2019 at 9.00am.**
6. 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.**

CHIEF EXECUTIVE/COMMISSION SECRETARY

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

2.2 Cost of tendering

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

2.3 Contents of tender documents

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

- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form

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

2.4 Clarification of Documents

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

2.4.2. 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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

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

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

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

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

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

2.10 Tender Currencies

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

2.12.3 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 2.12.8

2.12.4 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

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

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

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

2.12.8 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 120 days or as specified in the invitation to tender after date of tender opening prescribed by TSC, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, 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 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 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 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 WEDNESDAY 20th November 2019 AT 9:00AM."**

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

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

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by TSC at the address specified under paragraph 2.15.1 not later than **WEDNESDAY 20th November 2019 AT 9:00AM**
- 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, 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 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 2.12.8.
- 2.17.5 TSC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 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.

2.18 Opening of Tenders

2.18.1 TSC will open all tenders in the presence of tenderers representatives who choose to attend, on **WEDNESDAY 20th November 2019 AT 9:00AM** and in the location specified in the invitation to tender. The tenderers representatives who are present shall sign a register evidencing their attendance.

2.18.2 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.

2.18.4 TSC 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 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 shall be sought, offered, or permitted.

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

2.20 Preliminary Examination and Responsiveness

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 22, 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 a 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 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 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 2.22.4 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 2.22.3 the following evaluation methods will be applied:

(a) Operational Plan.

TSC 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 TSC'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. TSC 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, TSC will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

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

b) **Award Criteria**

2.24.4 Subject to paragraph 2.22 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.

2.24.5 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 the procuring entity's action. If TSC determines that none of the tenderers is responsive; TSC shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

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

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

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, TSC 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 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.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to TSC.
- 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 TSC, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event TSC may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 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.
- 2.28.2 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;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in Public Procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instructions to tenderers (ITT)	Particulars of Appendix to Instructions to Tenderers
2.1	Particulars of eligible tenderers: Life Insurance/ Assurance Underwriting Companies only Licensed by the Insurance Regulatory Authority to transact this business in Kenya
2.2.2	Hard copy tender documents will be issued at cost of Kshs. 1,000.00. Alternatively, tender documents may be downloaded from www.tsc.go.ke or www.tenders.go.ke free of charge
2.10	Quotations must be in Kenya Shillings only
2.11	Particulars of eligibility and qualifications documents of evidence required. Copies of: <ul style="list-style-type: none"> • Certificate of Registration • Certificate of valid tax compliance
2.12.2	Tender shall remain valid for a period of 120 days from the date of opening
2.12.4	Form of Tender Security: Tender Security of Kshs. 400,000.00 in form of a Bank guarantee from a reputable bank or from an insurance company approved by PPRA (formerly PPOA), payable to the Commission Secretary, Teachers Service Commission. The tender security shall remain valid for a period of 150 days. Self-issued Tender Securities will not be accepted.
2.13	The Tender Validity Period is 120 days. Tenderers must provide for an additional thirty (30) days after the expiry of the tender validity period, making a total of 150 days.
2.16.3	Bulky tenders which do not fit in the Tender box shall be delivered to the supply chain division.
2.24 (a)	Particulars of post- qualification if applicable. TSC may inspect the premises, and demand to be provided with documents as evidence of having undertaken life insurance business as a condition

	for signing the contract
2.24.4	Award Criteria: Award will be made to the lowest of price among the tenderers who attain the minimum qualifying mark.
2.27	Particulars of performance security if applicable. The successful tenderer shall furnish the performance security of 10% of the CONTRACT SUM within thirty (30) days after the receipt of notification of award from TSC. The Performance Bond shall be in the form of a Bank Guarantee from a reputable bank in Kenya.

EVALUATION CRITERIA

1. PRELIMINARY REQUIREMENTS (MANDATORY REQUIREMENTS)

S/No.	Documents/ Evidence to be Submitted/ Requirement	Responsive or Not Responsive
MR1.	Copy of Certificate of Registration/Incorporation	
MR 2.	Copy of Valid Tax Compliance Certificate	
MR 3.	Certified copy of PIN Certificate	
MR 4.	Must provide a registration certificate from Insurance Regulatory Authority(IRA for 2019.)	
MR 5	Must provide a Membership certificate from Association of Kenya Insurers.	
MR 6.	Must submit a duly filled signed and stamped Confidential Business Questionnaire.	
MR 7.	Should provide a self-written, signed and stamped declaration that the bidder or his /her sub-contractors are not debarred from participating in Public Procurement in the format provided	
MR 8.	Should provide a self-written, signed and stamped declaration that they will not engage in any corrupt practice in the format provided	
MR 9.	Must Fill, sign and stamp the Form of Tender in the format provided	
MR 10.	Must Fill, sign and stamp the Price Schedule in the	

	format provided	
MR 11	Must submit a copy of sample policy document.	
MR 12	Must submit copies of Audited accounts for the last two years 2017 & 2018) NB.Only Accounts audited by qualified accounting/auditing firms or professional accountants registered by ICPAK will be considered	
MR 13	Must provide a valid copy of business permit from the county government.	
MR 14	Must submit a joint venture agreement where applicable	
	Must provide a copy of Valid business permit from county government.	
MR 15	Must provide a copy current CR12 form from the registrar of companies.	
MR 16	Must Provide a Tender Security of Kshs.400,000.00 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. The tender security shall remain valid for a period of 150 days in the format provided.	
	At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further. Bidders Who Are Responsive to All the Requirements Will Proceed to Technical Evaluation Stage I	

TECHNICAL EVALUATION STAGE I:

COVER DETAILS		Tenderer must respond 'agreed/Disagree' to all the requirements
1. Minimum Accumulation limit - Kshs.150,000,000/=		
2. Age limit: At entry 18-80 years		
3. Disappearance		
4. Worldwide cover		
5. Hijack		
6. Automatic additions/deletions of staffs		
7. Riot, strike and civil commotion		
8. 24 hour cover (Duty or pleasure)		
9. Including aviation risks		
10. Political risks		
<p>Bidders whose coverage does not include all the above or Who does not agree to any of the Technical evaluation stage 1 Above Will Be Eliminated from The Entire Evaluation Process.</p> <p>Bidders Who Are Responsive to All the Requirements Will Proceed to Technical Evaluation Stage II</p>		

TECHNICAL EVALUATION - STAGE II & III

EVALUATION OF TENDERS: TECHNICAL EVALUATION - STAGE II

COVER DETAILS		REQUIREMENT	Tenderer must respond 'agreed' to all the requirements
Policy	TSC Commissioners and Secretariat Staff Group Life Assurance Cover with last expense and critical illness rider.	<i>Mandatory</i>	
Period	One (1) year period. (12 months)	<i>Mandatory</i>	
Scope Of Cover	Provides compensation to employees and/ or their dependents in the event of death and/ or fatal injury or critical illness or PTD. Employees details provided on Section VI	<i>Mandatory</i>	
Sum Insured - Mandatory (These Are The Basic Minimums and Must Be Met in Full)	Benefits:	<i>Mandatory</i>	
	• Death in service benefit - 3 years basic salary		
	• Permanent Total Disability- 3 years basic salary	<i>Mandatory</i>	
	• Last expense cover - Employee (Kshs.160,000.00) - Spouse (Kshs.100,000.00) - Children (Kshs.50,000.00)	<i>Mandatory</i>	
	• Free Cover Limit of Minimum Kshs.10,000,000	<i>Mandatory</i>	
	• Critical illness rider 30% of death in	<i>Mandatory</i>	

COVER DETAILS		REQUIREMENT	Tenderer must respond 'agreed' to all the requirements
	service benefit • Waiting Period (Critical Illness): Maximum 12 months • No exclusion on HIV & AIDS	<i>Mandatory</i>	
Excess	NIL	<i>Mandatory</i>	
Cancellation Notice	Sixty (60) Days	<i>Mandatory</i>	
Tenderer MUST respond 'agreed' to all the requirements Staff Group Life Assurance with Last Expense and Critical Illness Rider			

TECHNICAL EVALUATION - STAGE III

S/N o.	Documents to be Submitted/ Requirement	Max. Marks
1	Average Net assets for years 2017 and 2018: a. Below Kshs. 150 Million: 0 marks b. Between Kshs. 151M - 500 Million: 5 marks c. Kshs. 501 - 999M above: 8marks d. Kshs 1Billion - Kshs 3 Billion: 10 marks e. Above Kshs 3 Billion: 15 marks (Where Net assets = Total Assets - Total Liabilities)	15
2	Average Gross earned premiums for the years 2017 and 2018: a. Below Kshs. 150 Million: 0 marks b. Between Kshs. 151M - 500 Million: 5 marks c. Kshs. 501 - 999M: 8marks d. Kshs 1Billion - Kshs 3 Billion: 8 marks e. Above Kshs 3 Billion: 15 marks	15
3	Average Profit after tax for the years 2017 and 2018: a. Below Kshs. 150 Million: 0 marks b. Between Kshs. 150M - 500 Million: 5 marks c. Kshs. 501 - 999M: 7marks d. Kshs 1Billion and above : 10 marks	10

4	Total Paid-up capital for the Life Business: a. Below Kshs. 500 Million – 0 marks b. 500M Kshs and above– 15 marks	15
5	High ratings by a reputable rating agency like AIBK or AKI within the last 24 months and a copy of the certificate issued by the rating agency submitted a. Rating 1 (1 st best) = 12 marks b. Rating 2 (2 nd best) = 8 Marks c. Rating 3 (3 rd best) = 4 Marks NB/ Only one rating to be considered	12
6	Firms Experience in similar Business: -Provide 5 clients and references/ or other evidence in form of LPOs, award letters or contracts to which the company has offered similar services in the last two (2) years. Bidders must provide reference letters on the employer’s letterhead, and that are duly signed and stamped by the relevant officer. Each client @2, max 10 points = 10 NB/ (Use the format in Table A below to give a summary of the clientele)	10
7	Staff Capacity: -Provide Copies of CV’s and copy of academic certificates for at least 3 Qualified staff 1 underwriter Degree in actuarial science /Business Administration/Insurance or any related field. 1 Claims officer Diploma in Nursing or clinical medicine. 1 Managerial position) Degree in Business Administration or any related field. Each staff @ 2= 6 Mks Must attach resume and copies of academic certificates.	6
8	Provide sensitization programme to all staff both at the TSC HQ and all the 47 TSC county’s and sub-county’s on the Group Life Cover Policy within two months of award.	5
9	Settlement of Claims Turnaround time.(TAT) Last Expenses Within 48 hrs After Submission of Claims-3 Mks. Group Life:14 Days on Full Documentation from TSC. • 1-14 Days- 4mks • 15 And Above – 0 Mks.	7
10	Provide a detailed Organizational Profile showing competencies of key personnel to be involved in this project and the number of years in operation.	5
	TOTAL MARKS: PART A:	100

	Financial Evaluation will be subject to firms with 80 and above marks on technical score . Bidders who obtain marks below this mark will be disqualified from further evaluation.	
	Financial Evaluation - will be based on the lowest offer price	
	Award Criteria - The Tender with the lowest evaluated Price	

Table A

No	Contact Information	Details
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract Period	

No	Contact Information	Details
	Premium (Kshs.)	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract Period	
	Premium (Kshs.)	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract Period	
	Premium (Kshs.)	
4	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract Period	
	Premium (Kshs.)	
5	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract Period	
	Premium (Kshs.)	

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2

Application

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

3.3 Standards

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

3.4 Patent Right's

3.4.1 The tenderer shall indemnify 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.

3.5 Performance Security

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

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

3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

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

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

3.6 Inspections and Tests

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

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

3.6.3 Should any inspected or tested services fail to conform to the Specifications, TSC 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 TSC.

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

3.7 Payment

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

3.8 Prices

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

3.9 Assignment

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

3.10 Termination for Default

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

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

3.10.2 In the event 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 undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.11 Termination of insolvency

3.11.1 TSC 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 TSC.

3.12 Termination for convenience

3.13.1 TSC 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 TSC 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 TSC may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 Resolution of disputes

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

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

3.14 Governing Language

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

3.15 Force Majeure

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

3.17.16 Applicable Law

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

3.17 Notices

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

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

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.

GCC Reference	Special conditions of contract
3.5	Specify performance security if applicable: 5% of the Quoted/ Awarded amount
3.7	Specify method Payments. One installment annually upon signing of the contract and delivery of policy documents.
3.8	Specify price adjustments allowed. None
3.14	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses of both parties. Client: The Secretary, Teachers Service Commission, Private Bag - 00100, Nairobi. Tel: 020-2892000. E-mail: info@tsc.go.ke Tenderer's Address:

SECTION V

- SCHEDULE OF REQUIREMENTS

1. SCOPE OF COVER AND BENEFITS ADMINISTRATION

The Bidder must elaborate in details their scope of cover and benefits administration; the cover should include: -

- i. The policy should have a 24-hour worldwide coverage for employees payable upon death arising from **all causes** (i.e. accidental and illness related deaths).
- ii. The policy should provide for a lump sum payment of not less than 3 years' salary in the event of death or permanent total disability of a member during the contract period.
- iii. The bidder must stipulate the funeral/last expenses for employee, spouse and children (NB: This is a separate stand-alone benefit from the Death Benefit): -
 - *Employee (Kshs 160,000.00)*
 - *Spouse (Kshs 100,000.00)*
 - *Children (Kshs 50,000.00)*
- iv. Critical illness cover Must cover the following: - Heart attack, Heart Valve Replacement, Stroke, Cancer, Coronary Artery Disease, Major organ transplant, Kidney Failure, Coma, Multiple Sclerosis, Blindness, Deafness, Muteness, Major Burns, Benign Brain Tumor, and Paraplegia or Paralysis.
- v. Payroll staff data required to be submitted by TSC before cover commences, the format of table columns to be clearly indicated.
- vi. Bidder to specify settlement period of Funeral Expenses and Death Claims.
- vii. Must stipulate the documents to be submitted by TSC for both death and funeral claims settlement and waiting period before payment.
- viii. The bidder must indicate the Exclusions of Cover if any.
- ix. There should be no waiting period for new members.
- x. The winning bidder must provide a contact person (at its own cost) for the purposes of administration of the scheme, i.e. collection of documents and delivery of cheques at the TSC Headquarters.

**COMMISSIONERS AND STAFF GROUP LIFE ASSURANCE SCHEME WITH
LAST EXPENSE AND CRITICAL ILLNESS RIDER**

COVER DETAILS	
POLICY	Commissioners and Staff Group Life Assurance Cover with last expense and critical illness rider.
PERIOD	1 year subject to Satisfactory Performance effective dates to be advised.
SCOPE OF COVER	Provides compensation to employees and or their dependants in the event of death from whatever cause and or accidental injury or occupational illness.
INTEREST/SUM INSURED MANDATORY (THESE ARE THE BASIC MINIMUM AND MUST BE MET IN FULL)	Benefits
	• Death in service benefit - 3 years basic salary
	• Permanent Total Disability- 3 years basic salary
	• Last expense cover (Stand-alone) - <i>Employee (Not Less Than Kshs 160,000.00)</i> - <i>Spouse (Not Less Than Kshs 100,000.00)</i> - <i>Children (Not Less Than Kshs 50,000.00)</i>
	• Free Cover Limit of Minimum Kshs.10,000,000
	• Critical illness rider at 30% of death in service benefit • Proposed Waiting Period (Critical Illness): Maximum 12 months
	• No exclusion on HIV & AIDS
EXCESS	NIL
CANCELLATION NOTICE	Sixty (60) Days
EXTENSIVE CLAUSES	1. Accumulation limit - Kshs. 150,000,000/=
	2. Age limit: At entry 18-80years
	3. Disappearance
	4. Worldwide cover
	5. Hijack
	6. Automatic additions/deletions
	7. Riot, strike and civil commotion
	8. 24 hour cover duty or pleasure
	9. Including aviation risks
	10. Political risks

COVER DETAILS

**ADDITIONAL
REMARKS**

SECTION VI

- DESCRIPTION OF SERVICES

TERMS AND REFERENCE FOR PROVISION OF GROUP LIFE COVER FOR TSC COMMISSIONERS AND SECRETARIAT STAFF TO BE MET BY THE INSURANCE COMPANY

Teachers Service Commission intends to procure a Group Life Cover for TSC Commissioners and Secretariat employees. The policy will indemnify demise of an employee as a result of **any cause** of death.

Population: The cover will be for **3,000** employees of TSC. TSC will avail a list of its employees together with their current salaries to the successful bidder.

Benefit Payable on death: 1. During the period of cover, existing employees of TSC Secretariat and TSC Commissioners will be covered based on (3) times annual basic salary.

Last Expense: 2. A separate stand-alone last expense benefit of not less than **160,000.00** shall be included alongside Group Life Cover. The Last Expense amount policy shall be paid within 48 hours upon notification of demise of a covered member.

Other Payable Bidder should also specify all other benefits payable under their policy.

Benefits:

Beneficiary Nomination Each member of TSC Staff will nominate one or more beneficiaries. The benefit must be payable through TSC within two weeks on submission of the original death certificate or death notification.

Duration/Renewal: The Scheme will run for a period of twelve (12) months. The cover will cease immediately an employee leaves the service of TSC. It will also cease if TSC terminates the contract with the Insurer due to the reason of non-performance on the part of the insurer.

Annual Basic Salary: The monthly basic salary for **3,000**TSC employees is Kshs**265,053,005.20** as per August, 2019 payroll.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

MANDATORY DOCUMENTS AND CONDITIONS TO BE MET BY INSURANCE COMPANY (UNDERWRITERS ONLY)

4.1.1 Must be a member of Association of Kenya Insurance (AKI) or Insurance Regulatory Authority and a copy of the certificate must be submitted.

4.1.2 Must be registered with Insurance Regularity Authority for the current year – Copy must be attached.

4.1.3 Must have a paid up capital of at least Kshs. 500 Million.

4.1.4 Must give a list of at least five reputable clients of equivalent business within the last two years i.e. 2017and 2018 in this format: -

No	Name of client	Contact Person	Mobile No:	Private/ Government Institution
1				
2				
3				
4				
5				
6				
7				

4.1.5 Must attach Evidence through letters from the Clients stating the start and finish period of their current Group Life Cover.

4.1.6 Must submit Financial Accounts for the last 2 years i.e. 2017and 2018.

NB: The Audited Accounts should be dully signed by a registered and recognized firm.

4.1.7 Must submit copies of the following documents: -

- a) Copy of Tax Compliance Certificate.
- c) Copy of Certificate of Registration/ Incorporation.
- d) Copy of Current Business License.

4.1.8 The Bidder must: -

Elaborate in details their scope of cover and benefits administration especially: -

a) Availability of a 24-hour worldwide coverage for employees payable upon death arising from all causes (i.e. accidental and illness related deaths)

b) Specify whether the following rates of paying Funeral Expenses will be maintained as follows: -

- | | |
|------------|---------------------------------|
| - Employee | (Not Less Than Kshs 160,000.00) |
| - Spouse | (Not Less Than Kshs 100,000.00) |
| - Child | (Not Less Than Kshs 50,000.00) |

c) Critical illness cover: - Should specify illnesses covered e.g. Heart attack, Stroke, Cancer, Coronary Artery Disease, Major organ transplant, kidney failure, paraplegia or paralysis.

e) Should state the Staff Data requirement to be submitted by TSC before cover commences.

e) Specify the timeline for settlement of Funeral Expenses and Death Claims.

f) Should specify all relevant documents required to be submitted by TSC for Claims settlement.

e) Should Indicate the Exclusions of Cover if any.

f) Should State the minimum waiting period for Temporary Disability.

5.2 SENSITIZATION OF MEMBERS

5.2.1 The Bidder will be expected to sensitize all staff on their Medical Scheme Cover Policy. The Sensitization will be done both at the TSC Head Quarters and all 47 TSC County offices within the first 2 Months upon award of the Contract. The exercise shall take a period of 10 weeks.

5.2.2 The Bidder will be required to facilitate Training and Sensitization at a rate set by Teachers Service Commission. The sensitization scope will be on the available benefits, exclusions and other crucial issues pertaining the cover.

5.3 TRAVELLING EXPENSES

5.3.1 The total budget for the training period is estimated to cost **Kshs 1,140,000.00**

SECTION VII - 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 will 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.

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FORM OF TENDER

Date _____
Tender No. _____

To:

Sir/Madam:

Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provide **Insurance Covers** 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 deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

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

[signature] *[in the capacity of]*
Duly authorized to sign Tender for and on behalf of

PRICE SCHEDULE OF SERVICES

TENDER NUMBER: TSC/T/48/2019-2020

TENDER NAME: PROVISION OF GROUP LIFE ASSURANCE COVER FOR TSC COMMISSIONER AND SECRETARIAT STAFF NAME.

NAME OF THE TENDER

.....
Based on the information contained in the Description of Services, Tenderers should provide a breakdown of costs in the format shown below. The cost should include applicable taxes.

Insurance Cover	Premium (Kshs.)
Commissioners and Staff Group Life Assurance Cover and last expense with critical illness rider	
Training Expenses	1,140,000.00
TOTAL(Take This Figure To The Form Of Tender)	
N: B All cost should be inclusive of VAT	

Name, Signature and Rubber Stamp of Tenderer's Representative

Name: _____

Signature: _____

Rubberstamp: _____

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:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed _____ as _____ part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity's Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

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 addressTel 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

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

Name	Nationality	Citizenship details
Shares		
1.		
2.		
3.		
4.		

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

FORMAT OF TENDER SECURITY INSTRUMENT

Whereas [*Name of the tenderer*] (hereinafter called "the tenderer") has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that WE of [*Name of Insurance Company*] having our registered office at (hereinafter called "the Guarantor"), are bound unto [*Name of Procuring Entity*](hereinafter called "the Procuring Entity") in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this ___day of _____ 20
==.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, 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 Guarantor not later than the said date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

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 7 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

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer](hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 ____ to

supply.....
[Description services](Hereinafter called "the contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of 20_____

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....
[name of tenderer].....

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]*

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.....

8.10 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 and Title of
signatory.....**

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*) ofdated 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 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