

TEACHERS SERVICE COMMISSION



NATIONAL OPEN TENDER

**PROVISION OF MOTOR CYCLES INSURANCE
SERVICES**

TSC/T/022/2019-2021

INSURANCE BROKERS ONLY

**UNDER CONTRACT FRAMEWORK FOR TWO (2)
YEARS**

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

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

DATE OF TENDER OPENING: 09/10/2019 AT 9.00 AM

Table of Contents

	Page
Section I INVITATION FOR TENDERS.....	3
Section II INSTRUCTION TO TENDERERS Appendix to instructions to tenderers	5
Section III GENERAL CONDITIONS OF CONTRACT.....	21
Section IV SPECIAL CONDITIONS OF CONTRACT.....	28
Section V SCHEDULE OF REQUIREMENTS.....	31
Section VI STANDARD FORMS	33
1. FORM OF TENDER	35
2. PRICE SCHEDULES.....	37
3. CONTRACT FORM.....	38
4. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM	39
5. TENDER SECURITY FORM	40
6. PERFORMANCE SECURITY FORM.....	41
7. INSURANCE COMPANY’S AUTHORIZATION FORM.....	42

SECTION I ~ INVITATION FOR TENDERS

Tender Name: Provision of Motor Cycles Insurance Services

Tender Ref No.: TSC/T/022/2019-2021

- 1.1 The Teachers Service Commission invites sealed tenders from eligible Registered Insurance Brokers only for the Provision of Motor Cycles Insurance Services.
- 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.
- 1.3 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 the TSC websites: www.tsc.go.ke. **Prices quoted should be net inclusive of all taxes must be expressed in Kenya shillings.**
- 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 **9th October, 2019 at 9:00am**.
- 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**.

CHIEF EXECUTIVE/COMMISSION SECRETARY

SECTION II ~ INSTRUCTION TO TENDERERS

Table of Clauses

	Page
2.1 Eligible Tenderers.....	6
2.2 Cost of Tendering.....	6
2.3 Contents of Tender document.....	6
2.4 Clarification of Tender document.....	7
2.5 Amendments of Tender document.....	7
2.6 Language of Tenders.....	8
2.7 Documents Comprising the Tender.....	8
2.8 Tender Form.....	8
2.9 Tender Prices.....	8
2.10 Tender Currencies.....	9
2.11 Tenderers Eligibility and Qualifications.....	9
2.12 Tender Security.....	9
2.13 Validity of Tenders.....	10
2.14 Format and Signing of Tenders.....	11
2.15 Sealing and Marking of Tenders.....	11
2.16 Deadline for Submission of Tenders.....	12
2.17 Modification and Withdrawal of Tenders.....	12
2.18 Opening of Tenders.....	13
2.19 Clarification of Tenders.....	13
2.20 Preliminary Examination.....	13
2.21 Conversion to Single Currency.....	14
2.22 Evaluation and Comparison of Tenders.....	14
2.23 Contacting the Procuring Entity.....	15
2.24 Post-Qualification.....	16
2.25 Award Criteria.....	16
2.26 Procuring Entity's Right to Vary Quantities	16
2.27 Procuring Entity's Right to Accept or Reject any or all Tenders.....	16
2.28 Notification of Award.....	17
2.29 Signing of Contract.....	17
2.30 Performance Security.....	17
2.31 Corrupt or Fraudulent Practices.....	18

SECTION II ~ INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible Registered Insurance Brokers 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 The Teachers Service Commission (TSC) employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the 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 the 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 The 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 the TSC by post, fax or by email at the procuring entity'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 seven (7) days prior to the deadline for the submission of the tenders, prescribed by TSC. Written copies of the TSC 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 where 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 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 2.20.5

2.10. Tender Currencies

2.10.1.1 Prices shall be quoted in Kenya Shillings

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 its 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 the 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.

2.12.1.1 The tender security shall not exceed 2% of the tender price.

2.12.1.2 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

2.12.1.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

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

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

2.12.1.5 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

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

2.12.1.7 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.

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 an original and a copy 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 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.9th October, 2019 at 9:00 am

2.15.3 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

(c) Tenders must be received by TSC at the address specified under paragraph 2.15.2 not later than **9th October, 2019 at 9:00 am.**

2.16.1.1 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.

2.16.1.2 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 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. 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 **9th October, 2019 9:00 am**

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 the 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 the 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

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

(a) Operational Plan

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

(b) Deviation in payment schedule

- (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.

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

2.23. Contacting the 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 TSC 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. TSC 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 action. If TSC determines that non of the tenders is responsive, TSC shall notify each tenderer who submitted a tender.

2.26.1.1 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.

2.26.1.2 A tenderer who gives false information in the tender document about is 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 the procuring entity 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

2.12.2.1 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.

2.28.2.1 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.

2.12.1.1 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 in accordance with the Conditions of Contract, in a form acceptable to the 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 (ITT)

The following information for the procurement of insurance 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.

ITT Ref	Particulars of appendix to instructions to tenderers		
2.1	Particulars of eligible tenders: Registered Insurance Brokers who have appropriate and valid accreditations and are registered with Insurance Regulatory Authority.		
2.2.2	Hard copy tender documents will be issued at a cost of Kshs. 1,000.00.		
2.10	Particulars of other currencies allowed. None. The price should be quoted in Kenya Shillings		
2.11	Particulars of eligibility and qualifications documents required are Copies of: <ol style="list-style-type: none"> 1. Certificate of Registration 2. Certificate of valid Tax Compliance, in addition to meeting the undermentioned mandatory criteria. 		
2.12	The amount of tender security required is 2% of tender price		
2.12.4	A tender security in the form of a Bank Guarantee from a reputable Bank or an Insurance Company approved by the PPRA. SELF ISSUED BID BONDS BY THE BIDDERS WILL NOT BE ACCEPTED		
2.13	Tender Validity shall be a Period of 120 days from the date of opening.		
2.14.1	The tenderer must submit a combined technical and financial proposals		
2.14.2	All pages of the tender documents must be paginated and stamped		
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Supply Chain Division office, TSC House, 2 nd floor Podium wing during working hours		
2.17.1	Must be a member of Association Insurance Brokers of Kenya (AIBK)		
2.18.1	Time, date and place of tender opening are: on 9th October, 2019 at 9:00 am at Teachers Service Commission House, Upper Hill Kilimanjaro Road 3 rd floor, Podium Wing.		
2.20.1	The Mandatory Evaluation Criteria for eligible to registered insurance Brokers only.		
	S/No.	Documents /Evidence/Requirement to be Submitted	Yes/No
	1.	Copy of Certificate of Registration/Incorporation	
	2.	Copy of Valid Tax Compliance Certificate	
	3.	Copy of valid certificate of registration with Insurance Regulatory Authority (IRA)	
	4.	Dully filled, signed and stamped Confidential Business Questionnaire	
	5.	Dully filled, signed and stamped Integrity Declaration form in the format provided	
	6.	Dully filled, signed and stamped Non-Debarment Statement in the format provided	
	7.	Must fill the Form of Tender in the format provided	

	8.	Must fill the Price Schedule in the format provided		
	9.	Must submit a joint venture/consortium agreement where applicable		
	10.	Must have a bank guarantee of Kshs.3 Million deposited with the Commissioner of Insurance and a copy attached		
	11.	Must be a current member of the Association of Kenya Insurers (AKI). Provide valid/current membership licence		
	12.	Must submit a copy of professional indemnity insurance cover of at least 10million.		
	13.	Must attach a copy of PIN/VAT certificate		
	14.	Must provide tender security of 2% of the contract price in form of a Bank guarantee from a reputable bank in Kenya or an Insurance company registered by PPRA valid for 150 days		
	15.	MUST disclose the insurance underwriter		
	<p>Any bidder who is not responsive to any of the Mandatory Requirements above will be eliminated from the entire evaluation process. Bidders who are Responsive to all the Requirements will proceed to Technical Evaluation.</p>			
2.22	<p>EVALUATION OF TENDERS: TECHNICAL EVALUATION</p>			
	S/N o.	Documents /Evidence/Requirement to be Submitted	Maximum Marks	
	1.	<p>Firm's profile & Experience: -</p> <ul style="list-style-type: none"> i) Organization structure – (3 mks max) ii) Number of years the firm has been in similar business; 5 @ 1mks – (5 mks max) iii) Documentary evidence from atleast 3 firms of similar assignment undertaken in the last five (5) years. 3 @5 mks – (15 mks max) iv) Letter of reference from at least 5 reputable clients in their own letter Head. 2@5 mk = (10 mks max) 	33 mks	
		<p>Firm's financial capability</p> <ul style="list-style-type: none"> i. Submit Firms Audited Accounts for 2016,2017 and 2018 - 3@5 = (15 mks max) ii. Adequate working capital (Current Ratio of 1.5-2.0) (3 mks) iii. Profitability Ratio of between 1.5-2.0 – (3 mks) iv. Paid up capital of at least Kshs.300million- (5 mks) v. Annual gross premiums in previous year of at least kshs.200million (confirmation letter from IRA) (4mks) <p>NB. Only Accounts audited by qualified accounting/auditing firms or professional accountants registered by ICPAK will be considered.</p>	30 mks	

	3.	<p align="center">Physical Address and Facilities</p> <p>Physical Address and capacity to deliver service State if current office is owned or leased and attach copy of title or lease documents and latest utility bill. (5 mks)</p>	5 mks
	4.	<p>Qualification and experience of Key Personnel</p> <p>i) Provide Appointment letters/Certificates of 3 technical staff with 3 years' experience in similar assignment. Each year of experience @ 1 mk. Total for 3 staff: (9 mks)</p> <p>ii) Provide certificates of three managerial staff with 3 years' post qualification experience:</p> <p>a) Degree or Diploma in insurance: (9 mks)</p> <p>b) Each year of experience @1 = (9 mks)</p>	27 mks
	5.	<p align="center">Methodology & Work Plan</p> <p>The firm to demonstrate its claim handling procedure: -</p> <p>i) Time taken in settling claims (within two weeks – 3 mks , above two weeks – 2 mks</p> <p>ii) Documentation required for settling claims – 2 mks</p> <p>(The claims timelines MUST be certified by Insurance Regulatory Authority IRA)</p>	5 mks
	Total		100
Only bidders who score 70 marks and above will be subjected to Financial evaluation.			
2.25	Award Criteria – the tender with the lowest evaluated price Financial Evaluation: will be based on the lowest offer price		

SECTION III ~ GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
3.1 Definitions.....	22
3.2 Application.....	22
3.3 Standards.....	22
3.4 Use of Contract Documents and Information.....	23
3.5 Patent Rights.....	23
3.6 Performance Security.....	23
3.7 Delivery of Services and Documents.....	24
3.8 Payment.....	24
3.9 Prices.....	24
3.10 Assignment.....	24
3.11 Termination for Default.....	25
3.12 Termination for Insolvency.....	25
3.13 Termination for Convenience.....	25
3.14 Resolution of Disputes.....	26
3.15 Governing Language.....	26
3.16 Applicable law.....	26
3.17 Force Majeure.....	26
3.18 Notices.....	27

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 the 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 Contractor” 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 Contractor shall not, without TSC 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 contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the TSC prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 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 the TSC.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify the 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 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 SCC

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

3.6.4 The performance security will be discharged by TSC and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor'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 Contractor in accordance with the terms specified by TSC in the schedule of requirements and the special conditions of contract

3.8. Payment

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

3.8.2. Payment shall be made promptly by the TSC, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

3.9. Prices

3.9.1 Prices charges 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 quoted by the tenderer in its tender or in TSC 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 one year (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 the procuring entity within 30 days of receiving the request.

3.10. Assignment

3.10.1.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with TSC 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 Contractor terminate this Contract in whole or in part:

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by TSC.
- (b) If the Contractor 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 Contractor shall be liable to TSC for any excess costs for such similar services. However, the contractor 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 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 prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13. Termination for Convenience

3.13.1 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 the 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 an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 TSC and the contractor 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 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.

3.18 Notices

- 3.18.1.1 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.
- 3.18.1.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY

– Refer Mandatory Evaluation Criteria

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

Reference of General Condition of Contract	Special condition of contract
3.1	Provision of Motor cycles insurance cover shall be for a period of two (2) years renewable annually subject to satisfaction performance
3.6 Performance security	A performance security of 10% of the contract in the form bank guarantee will be required from the responsive tenderer within thirty (30) days of receipt the notification of contract but not later than (14) days
3.8 Payments	Payments will be made within 30 days from the date of provision of service
3.9 Price adjustment	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. All prices quoted by the tenderers must be inclusive of all taxes, discounts and delivery costs to TSC House, Nairobi
3.16 Applicable law	The applicable law shall be Kenyan law
3.18 Notices	Client: The Secretary, Teachers Service Commission, Private Bag - 00100, Nairobi. Tel: 020-2892000. E-mail: ddprocurement@tsc.go.ke

SECTION V - SCHEDULE OF REQUIREMENTS

5.1 General

The Teachers Service Commission (TSC) intends to procure a comprehensive Motor Cycles Insurance through competent insurance underwriters, for the motor cycles in the 47 counties.

5.2 Submission of bids

i) The Tenderer must submit a one-envelope bid in the following format: -

Technical: - Comprising of all the mandatory documents

Financial: - Comprising the tender form and price schedule only

ii) **Sealing and Marking of Bids:**

The inner envelopes should be clearly marked as follows:

Original Combined Technical & Financial A TSC/T/022/2019-2021

Copy Combined Technical & Financial B TSC/T/022/2019-2021

The envelopes shall then be sealed in an outer envelope

The inner and outer envelopes should be addressed to:

**The Secretary
Teachers Service Commission
P.O. Box Private Bag - 00100
Nairobi.**

SECTION VI – DESCRIPTION OF SERVICES

Comprehensive Motor Cycle insurance cover for all TSC Counties as per the list below:

S/NO	REG. NO	REG. YEAR	VALUE
1	GKB 160S	2016	257000.00
2	GKB 165S	2016	250000.00
3	GKB 166S	2016	250000.00
4	GKB 167S	2016	257000.00
5	GKB 194S	2016	250000.00
6	GKB 997Q	2016	257000.00
7	GKB 171S	2016	140000.00
8	GKB 172S	2016	140000.00
9	GKB 175S	2016	140000.00
10	GKB 147S	2016	150000.00
11	GKB 628H	2014	55600.00
12	GKB 630H	2014	70000.00
13	GKB 904Q	2016	213230.00
14	GKB 905Q	2016	215000.00
15	GKB 966Q	2016	214925.00
16	GKB 928Q	2016	213850.00
17	GKB 981Q	2016	214225.00
18	GKB 199S	2016	215600.00
19	GKB 152S	2016	215200.00
20	GKB 927Q	2016	170000.00
21	GKB 945Q	2016	163000.00
22	GKB 992Q	2016	170000.00
23	GKB 237S	2016	145000.00
24	GKB 131S	2016	190000.00
25	GKB 110S	2016	155000.00
26	GKB 107S	2016	165000.00
27	GKB 915Q	2016	150000.00
28	GKB 972Q	2016	150000.00
29	GKB 994Q	2016	150000.00
30	GKB 207S	2016	150000.00
31	GKB 204S	2016	216000.00
32	GKB 106S	2016	215000.00
33	GKB 112S	2016	215000.00
34	GKB 174S	2016	217000.00
35	GKB 183S	2016	215000.00
36	GKB 109S	2016	214000.00
37	GKB 182S	2016	217000.00

S/NO	REG. NO	REG YEAR	VALUE
38	GKB 122S	2016	187425.00
39	GKB 210S	2016	220500.00
40	GKB 196S	2016	220500.00
41	GKB 941Q	2016	164150.00
42	GKB 958Q	2016	188650.00
43	GKB 978Q	2016	188650.00
44	GKB 154S	2016	188650.00
45	GKB 963Q	2016	220500.00
46	GKB 911Q	2016	220500.00
47	GKB 924Q	2016	220500.00
48	GKB 939Q	2016	220500.00
49	GKB 986Q	2016	220500.00
50	GKB 948Q	2016	220500.00
51	GKB 998Q	2016	220500.00
52	GKB 117S	2016	150000.00
53	GKB 118S	2016	150000.00
54	GKB 119S	2016	150000.00
55	GKB 240S	2016	150000.00
56	GKB 246S	2016	200000.00
57	GKB 173S	2016	193250.00
58	GKB 921Q	2016	210000.00
59	GKB 913Q	2016	200000.00
60	GKB 933Q	2016	195000.00
61	GKB 982Q	2016	198000.00
62	GKB 970Q	2016	205000.00
63	GKB 186S	2016	220000.00
64	GKB 213S	2016	222000.00
65	GKB 132S	2016	235000.00
66	GKB 126S	2016	225000.00
67	GKB 145S	2016	213150.00
68	GKB 245S	2016	218000.00
69	GKB 922Q	2016	201800.00
70	GKB 940Q	2016	215600.00
71	GKB 996S	2016	215000.00
72	GKB 170S	2016	208000.00
73	GKB 111S	2016	196800.00
74	GKB 140S	2016	207270.00

75	GKB 179S	2016	197000.00
76	GKB 180S	2016	190000.00
77	GKB 231S	2016	200000.00
78	GKB 094S	2016	212417.00
79	GKB 962Q	2016	220500.00
80	GKB 953Q	2016	220500.00
81	GKB 209S	2016	220500.00
82	GKB 208S	2016	220500.00
83	GKB 989Q	2016	195000.00
84	GKB 168S	2016	190000.00
85	GKB 125S	2016	205000.00
86	GKB 139S	2016	243000.00
87	GKB 236S	2016	244200.00
88	GKB 190S	2016	244500.00
89	GKB 105S	2016	208250.00
90	GKB 243S	2016	208250.00
91	GKB 161S	2016	208250.00
92	GKB 990Q	2016	208250.00
93	GKB 954Q	2016	208250.00
94	GKB 977Q	2016	208250.00
95	GKB 995Q	2016	194000.00
96	GKB 999Q	2016	192000.00
97	GKB 980Q	2016	193000.00
98	GKB 149S	2016	186000.00
99	GKB 181S	2016	194000.00
100	GKB 148S	2016	188000.00
101	GKB 133S	2016	220000.00
102	GKB 121S	2016	220000.00
103	GKB 126S	2016	220000.00
104	GKB 192S	2016	220000.00
105	GKB 198S	2016	220000.00
106	GKB 961Q	2016	215000.00
107	GKB 971Q	2016	210000.00
108	GKB 985Q	2016	210000.00
109	GKB 124S	2016	220000.00
110	GKB 129S	2016	205000.00
111	GKB 123S	2016	210000.00
112	GKB 206S	2016	210000.00
113	GKB 212S	2016	213000.00
114	GKB 115S	2016	200000.00
115	GKB 993Q	2016	169000.00
116	GKB 979Q	2016	193550.00
117	GKB 906Q	2016	176000.00

118	GKB 146S	2016	216090.00
119	GKB 113S	2016	209475.00
120	GKB 130S	2016	214884.00
121	GKB 178S	2016	228600.00
122	GKB 163S	2016	195000.00
123	GKB 164S	2016	200000.00
124	GKB 969Q	2016	200000.00
125	GKB 983Q	2016	195000.00
126	GKB 127S	2016	171500.00
127	GKB 946Q	2016	171500.00
128	GKB 910Q	2016	225000.00
129	GKB 925Q	2016	228600.00
130	GKB 217S	2016	300000.00
131	GKB 221S	2016	250000.00
132	GKB 222S	2016	300000.00
133	GKB 220S	2016	250000.00
134	GKB 934Q	2016	118000.00
135	GKB 923Q	2016	118000.00
136	GKB 955Q	2016	118000.00
137	GKB 228S	2016	118000.00
138	GKB 230S	2016	118000.00
139	GKB 232S	2016	118000.00
140	GKB 223S	2016	118000.00
141	GKB 225S	2016	118000.00
142	GKB 128S	2016	118000.00
143	GKB 158S	2016	118000.00
144	GKB 202S	2016	118000.00
145	GKB 136S	2016	118000.00
146	GKB 156S	2016	118000.00
147	GKB 909Q	2016	110800.00
148	GKB 930Q	2016	112800.00
149	GKB 984Q	2016	105840.00
150	GKB 200S	2016	108300.00
151	GKB 120S	2016	110100.00
152	GKB 114S	2016	220500.00
153	GKB 238S	2016	220500.00
154	GKB 176S	2016	220500.00
155	GKB 242S	2016	220500.00
156	GKB 144S	2016	220500.00
157	GKB 195S	2016	220500.00
158	GKB 952Q	2016	179202.00
159	GKB 929Q	2016	178702.00
160	GKB 917Q	2016	181202.00

161	GKB 629H	2014	150000.00
162	GKB 627H	2014	193000.00
163	GKB 950Q	2016	220500.00
164	GKB 935Q	2016	218000.00
165	GKB 945Q	2016	220300.00
166	GKB 201S	2016	220300.00
167	GKB 091S	2016	186200.00
168	GKB 193S	2016	205200.00
169	GKB 177S	2016	208250.00
170	GKB 951Q	2016	100250.00
171	GKB 968Q	2016	125050.00
172	GKB 973Q	2016	95650.00
173	GKB 241S	2016	198000.00
174	GKB 150S	2016	198000.00
175	GKB 197S	2016	198000.00
176	GKB 187S	2016	198000.00
177	GKB 991Q	2016	198000.00
178	GKB 967Q	2016	198000.00
179	GKB 912Q	2016	198000.00
180	GKB 907Q	2016	198000.00
181	GKB 960Q	2016	198000.00
182	GKB 634H	2014	157000.00
183	GKB 943Q	2016	198000.00
184	GKB 938Q	2016	193915.00
185	GKB 920Q	2016	193915.00
186	GKB 908Q	2016	191344.20
187	GKB 914Q	2016	120000.00
188	GKB 974Q	2016	120000.00
189	GKB 932Q	2016	120000.00
190	GKB 135S	2016	164700.00
191	GKB 185S	2016	181500.00
192	GKB 188S	2016	183000.00
193	GKB 162S	2016	175500.00
194	GKB 226S	2016	193500.00
195	GKB 239S	2016	137600.00
196	GKB 108S	2016	158000.00
197	GKB 976Q	2016	182000.00
198	GKB 965Q	2016	182000.00
199	GKB 944Q	2016	182000.00
200	GKB 956Q	2016	210000.00
201	GKB 937Q	2016	220504.00

202	GKB 153S	2016	177202.00
203	GKB 216S	2016	110310.00
204	GKB 218S	2016	151110.00
205	GKB 987Q	2016	137200.00
206	GKB 936Q	2016	110310.00
207	GKB 916Q	2016	104310.00
208	GKB 214S	2016	161700.00
209	GKB 138S	2016	161700.00
210	GKB 137S	2016	161700.00
211	GKB 203S	2016	161700.00
212	GKB 184S	2016	161700.00
213	GKB 233S	2016	118250.00
214	GKB 235S	2016	210000.00
215	GKB 155S	2016	100000.00
216	GKB 931Q	2016	115000.00
217	GKB 964Q	2016	115000.00
218	GKB 949Q	2016	115000.00
219	GKB 919Q	2016	115000.00
220	GKB 959Q	2016	115000.00
221	GKB 957Q	2016	115000.00
222	GKB 116S	2016	144150.00
223	GKB 141S	2016	161700.00
224	GKB 142S	2016	161700.00
225	GKB 143S	2016	161700.00
226	GKB 638H	2014	81,500.00
227	GKB 636H	2014	87,500.00
228	GKB 092S	2016	220,500.00
229	GKB 093S	2016	213,150.00
230	GKB 988Q	2016	220504.00
231	GKB 157S	2016	220504.00
232	GKB 227S	2016	220504.00
233	GKB 219S	2016	220504.00
234	GKB 229S	2016	220504.00
235	GKB 134S	2016	80000.00
236	GKB 159S	2016	83000.00
237	GKB 224S	2016	83000.00
238	GKB 244S	2016	78000.00
239	GKB 215S	2016	75000.00
240	GKB 099S	2016	110000.00
241	GKB 100S	2016	200000.00
242	GKB 101S	2016	100000.00
243	GKB 104S	2016	245000.00

244	GKB 926Q	2016	220504.00
245	GKB 103S	2016	95000.00
246	GKB 243S	2016	109500.00

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 the procuring entity.
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 the procuring entity.

Form of Tender

To:
Teachers Service Commission
Private Bag - 00100
Nairobi

Date.....

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 _____ 20.....

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Form

S/NO	REG. NO	REG. YEAR	VALUE	PREMIUM (KSH)
1	GKB 160S	2016	257000	
2	GKB 165S	2016	250000	
3	GKB 166S	2016	250000	
4	GKB 167S	2016	257000	
5	GKB 194S	2016	250000	
6	GKB 997Q	2016	257000	
7	GKB 171S	2016	140000	
8	GKB 172S	2016	140000	
9	GKB 175S	2016	140000	
10	GKB 147S	2016	150000	
11	GKB 628H	2014	55600	
12	GKB 630H	2014	70000	
13	GKB 904Q	2016	213230	
14	GKB 905Q	2016	215000	
15	GKB 966Q	2016	214925	
16	GKB 928Q	2016	213850	
17	GKB 981Q	2016	214225	
18	GKB 199S	2016	215600	
19	GKB 152S	2016	215200	
20	GKB 927Q	2016	170000	
21	GKB 945Q	2016	163000	
22	GKB 992Q	2016	170000	
23	GKB 237S	2016	145000	
24	GKB 131S	2016	190000	
25	GKB 110S	2016	155000	
26	GKB 107S	2016	165000	
27	GKB 915Q	2016	150000	
28	GKB 972Q	2016	150000	

29	GKB 994Q	2016	150000	
30	GKB 207S	2016	150000	
31	GKB 204S	2016	216000	
32	GKB 106S	2016	215000	
33	GKB 112S	2016	215000	
34	GKB 174S	2016	217000	
35	GKB 183S	2016	215000	
36	GKB 109S	2016	214000	
37	GKB 182S	2016	217000	
38	GKB 179S	2016	197000	
39	GKB 180S	2016	190000	
40	GKB 231S	2016	200000	
41	GKB 094S	2016	212417	
42	GKB 962Q	2016	220500	
43	GKB 953Q	2016	220500	
44	GKB 209S	2016	220500	
45	GKB 208S	2016	220500	
46	GKB 989Q	2016	195000	
47	GKB 168S	2016	190000	
48	GKB 125S	2016	205000	
49	GKB 139S	2016	243000	
50	GKB 236S	2016	244200	
51	GKB 190S	2016	244500	
52	GKB 105S	2016	208250	
53	GKB 243S	2016	208250	
54	GKB 161S	2016	208250	
55	GKB 990Q	2016	208250	
56	GKB 954Q	2016	208250	
57	GKB 977Q	2016	208250	
58	GKB 995Q	2016	194000	
59	GKB 999Q	2016	192000	
60	GKB 980Q	2016	193000	

61	GKB 149S	2016	186000	
62	GKB 181S	2016	194000	
63	GKB 148S	2016	188000	
64	GKB 133S	2016	220000	
65	GKB 121S	2016	220000	
66	GKB 126S	2016	220000	
67	GKB 192S	2016	220000	
68	GKB 198S	2016	220000	
69	GKB 961Q	2016	215000	
70	GKB 971Q	2016	210000	
71	GKB 985Q	2016	210000	
72	GKB 124S	2016	220000	
73	GKB 129S	2016	205000	
74	GKB 123S	2016	210000	
75	GKB 206S	2016	210000	
76	GKB 212S	2016	213000	
77	GKB 115S	2016	200000	
78	GKB 993Q	2016	169000	
79	GKB 979Q	2016	193550	
80	GKB 906Q	2016	176000	
81	GKB 629H	2014	150000	
82	GKB 627H	2014	193000	
83	GKB 950Q	2016	220500	
84	GKB 935Q	2016	218000	
85	GKB 945Q	2016	220300	
86	GKB 201S	2016	220300	
87	GKB 091S	2016	186200	
88	GKB 193S	2016	205200	
89	GKB 177S	2016	208250	
90	GKB 951Q	2016	100250	
91	GKB 968Q	2016	125050	
92	GKB 973Q	2016	95650	

93	GKB 241S	2016	198000	
94	GKB 150S	2016	198000	
95	GKB 197S	2016	198000	
96	GKB 187S	2016	198000	
97	GKB 991Q	2016	198000	
98	GKB 967Q	2016	198000	
99	GKB 912Q	2016	198000	
100	GKB 907Q	2016	198000	
101	GKB 960Q	2016	198000	
102	GKB 634H	2014	157000	
103	GKB 943Q	2016	198000	
104	GKB 938Q	2016	193915	
105	GKB 920Q	2016	193915	
106	GKB 908Q	2016	191344.20	
107	GKB 914Q	2016	120000	
108	GKB 974Q	2016	120000	
109	GKB 932Q	2016	120000	
110	GKB 135S	2016	164700	
111	GKB 185S	2016	181500	
112	GKB 188S	2016	183000	
113	GKB 162S	2016	175500	
114	GKB 226S	2016	193500	
115	GKB 239S	2016	137600	
116	GKB 108S	2016	158000	
117	GKB 976Q	2016	182000	
118	GKB 965Q	2016	182000	
119	GKB 944Q	2016	182000	
120	GKB 956Q	2016	210000	
121	GKB 937Q	2016	220504	
122	GKB 926Q	2016	220504	
123	GKB 103S	2016	95000	
124	GKB 122S	2016	187425	

125	GKB 210S	2016	220500	
126	GKB 196S	2016	220500	
127	GKB 941Q	2016	164150	
128	GKB 958Q	2016	188650	
129	GKB 978Q	2016	188650	
130	GKB 154S	2016	188650	
131	GKB 963Q	2016	220500	
132	GKB 911Q	2016	220500	
133	GKB 924Q	2016	220500	
134	GKB 939Q	2016	220500	
135	GKB 986Q	2016	220500	
136	GKB 948Q	2016	220500	
137	GKB 998Q	2016	220500	
138	GKB 117S	2016	150000	
139	GKB 118S	2016	150000	
140	GKB 119S	2016	150000	
141	GKB 240S	2016	150000	
142	GKB 246S	2016	200000	
143	GKB 173S	2016	193250	
144	GKB 921Q	2016	210000	
145	GKB 913Q	2016	200000	
146	GKB 933Q	2016	195000	
147	GKB 982Q	2016	198000	
148	GKB 970Q	2016	205000	
149	GKB 186S	2016	220000	
150	GKB 213S	2016	222000	
151	GKB 132S	2016	235000	
152	GKB 126S	2016	225000	
153	GKB 145S	2016	213150	
154	GKB 245S	2016	218000	
155	GKB 922Q	2016	201800	
156	GKB 940Q	2016	215600	

157	GKB 996S	2016	215000	
158	GKB 170S	2016	208000	
159	GKB 111S	2016	196800	
160	GKB 140S	2016	207270	
161	GKB 146S	2016	216090	
162	GKB 113S	2016	209475	
163	GKB 130S	2016	214884	
164	GKB 178S	2016	228600	
165	GKB 163S	2016	195000	
166	GKB 164S	2016	200000	
167	GKB 969Q	2016	200000	
168	GKB 983Q	2016	195000	
169	GKB 127S	2016	171500	
170	GKB 946Q	2016	171500	
171	GKB 910Q	2016	225000	
172	GKB 925Q	2016	228600	
173	GKB 217S	2016	300000	
174	GKB 221S	2016	250000	
175	GKB 222S	2016	300000	
176	GKB 220S	2016	250000	
177	GKB 934Q	2016	118000	
178	GKB 923Q	2016	118000	
179	GKB 955Q	2016	118000	
180	GKB 228S	2016	118000	
181	GKB 230S	2016	118000	
182	GKB 232S	2016	118000	
183	GKB 223S	2016	118000	
184	GKB 225S	2016	118000	
185	GKB 128S	2016	118000	
186	GKB 158S	2016	118000	
187	GKB 202S	2016	118000	
188	GKB 136S	2016	118000	

189	GKB 156S	2016	118000	
190	GKB 909Q	2016	110800	
191	GKB 930Q	2016	112800	
192	GKB 984Q	2016	105840	
193	GKB 200S	2016	108300	
194	GKB 120S	2016	110100	
195	GKB 114S	2016	220500	
196	GKB 238S	2016	220500	
197	GKB 176S	2016	220500	
198	GKB 242S	2016	220500	
199	GKB 144S	2016	220500	
200	GKB 195S	2016	220500	
201	GKB 952Q	2016	179202	
202	GKB 929Q	2016	178702	
203	GKB 917Q	2016	181202	
204	GKB 153S	2016	177202	
205	GKB 216S	2016	110310	
206	GKB 218S	2016	151110	
207	GKB 987Q	2016	137200	
208	GKB 936Q	2016	110310	
209	GKB 916Q	2016	104310	
210	GKB 214S	2016	161700	
211	GKB 138S	2016	161700	
212	GKB 137S	2016	161700	
213	GKB 203S	2016	161700	
214	GKB 184S	2016	161700	
215	GKB 233S	2016	118250	
216	GKB 235S	2016	210000	
217	GKB 155S	2016	100000	
218	GKB 931Q	2016	115000	
219	GKB 964Q	2016	115000	
220	GKB 949Q	2016	115000	

221	GKB 919Q	2016	115000	
222	GKB 959Q	2016	115000	
223	GKB 957Q	2016	115000	
224	GKB 116S	2016	144150	
225	GKB 141S	2016	161700	
226	GKB 142S	2016	161700	
227	GKB 143S	2016	161700	
228	GKB 638H	2014	81500.00	
229	GKB 636H	2014	87500	
230	GKB 092S	2016	220500	
231	GKB 093S	2016	213150	
232	GKB 988Q	2016	220504	
233	GKB 157S	2016	220504	
234	GKB 227S	2016	220504	
235	GKB 219S	2016	220504	
236	GKB 229S	2016	220504	
237	GKB 134S	2016	80000	
238	GKB 159S	2016	83000	
239	GKB 224S	2016	83000	
240	GKB 244S	2016	78000	
241	GKB 215S	2016	75000	
242	GKB 099S	2016	110000	
243	GKB 100S	2016	200000	
244	GKB 101S	2016	100000	
245	GKB 243S	2016	109500	
246	GKB 104S	2016	245000	
TOTAL PREMIUM				

SUMMARY

S/NO	MAKE	QUANTITY	MODEL	YEAR OF REG.	TOTAL VALUATION
1.	YAMAHA	246	125G	VARIOUS	44,817,081.20

NB:

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

Contract Form

THIS AGREEMENT made the..... day of2016 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 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) 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 GPA cover 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 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 the Procuring entity)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) which ever applies to your type of business. You are advised that it is a serious offence to give false information on this Form.

Part General 1:

Business Name
Location of business premises
Plot No. Street/Road
Postal Address
Tel. No.
Email Address.....
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.....

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 Kshs..

Issued Kshs.....

Give details of all directors as follows

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

Date..... Signature and Official Stamp of Tenderer

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

INTEGRITY DECLARATION

I/We/Messrs.....
ofStreet/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.....

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.....

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 [*name of procuring entity*] (hereinafter called <the procuring entity> 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 the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

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 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: Teachers Service Commission

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)

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

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..... of 20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary