

# TEACHERS SERVICE COMMISSION



**PROVISION OF GROUP PERSONAL ACCIDENT COVER AND  
WORK INJURY BENEFIT COVER FOR TSC COMMISSIONERS AND  
STAFF - 3 YEAR FRAMEWORK CONTRACT TSC/T/62/2015-2016**

**UNDERWRITERS ONLY**

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

Email: [info@tsc.co.ke](mailto:info@tsc.co.ke)  
Website: [www.tsc.go.ke](http://www.tsc.go.ke)

**TABLE OF CONTENTS**

		<b>Page</b>
<b>SECTION I</b>	<b>INVITATION TO TENDER.....</b>	<b>2</b>
<b>SECTION II</b>	<b>INSTRUCTIONS TO TENDERERS.....</b>	<b>3</b>
	<b>APPENDIX TO INSTITUTIONS TO TENDER .....</b>	<b>13</b>
<b>SECTION III</b>	<b>GENERAL CONDITIONS OF CONTRACT.....</b>	<b>15</b>
<b>SECTION IV</b>	<b>SPECIAL CONDITIONS OF CONTRACT.....</b>	<b>20</b>
<b>SECTION V</b>	<b>SCHEDULE OF REQUIREMENTS.....</b>	<b>21</b>
<b>SECTION VI</b>	<b>DESCRIPTION OF SERVICES .....</b>	<b>26</b>
<b>SECTION VII</b>	<b>STANDARD FORMS.....</b>	<b>36</b>

## **SECTION I INVITATION TO TENDER**

### **TENDER NAME: PROVISION OF GROUP PERSONAL ACCIDENT COVER AND WORK INJURY BENEFIT COVER FOR TSC COMMISSIONERS AND STAFF - 3 YEAR FRAMEWORK CONTRACT TSC/T/62/2015-2016**

- 1.1 The Teachers Service Commission invites sealed tenders from eligible candidates for the **Provision of Group Personal Accident Cover and Work Injury Benefit Cover for TSC Commissioners and Staff - 3 Year Framework Contract**
- 1.2 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 2% of the tender sum as indicated in the Form of Tender 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. **Self-issued Tender Securities will not be accepted.**
- 1.3 You may obtain further information, inspect and obtain tender documents at the Procurement Office, Teachers Service Commission House, 2<sup>nd</sup> Floor, Podium Wing. A complete hard copy tender document may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs. 1,000.00** in cash or bankers cheque payable to **The Secretary, Teachers Service Commission**; and attach a copy of receipt to the Tender Document. Alternatively, the document may be downloaded for free from the TSC websites by visiting [www.tsc.go.ke](http://www.tsc.go.ke). **Prices 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.**
- 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, Podium wing, Main Reception Ground floor**, or be addressed and posted to **The Secretary, Teachers Service Commission, Private Bag - 00100, Nairobi** to be received on or before **Monday, 11th April 2016 at 11.00am**. **A mandatory pre-tender conference shall be held in the TSC Headquarters – 3<sup>rd</sup> Floor Podium Boardroom on Friday, 1st April 2016 at 11.00am.**
- 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, 3<sup>rd</sup> Floor Podium**.

**NANCY NJERI MACHARIA, OGW**  
**COMMISSION SECRETARY**

<b>TABLE OF CONTENTS.</b>	<b>Page</b>
2.1 Eligible Tenderers .....	4
2.2 Cost of tendering .....	4
2.3 Contents of tender documents .....	4
2.4 Clarification of Tender documents .....	5
2.5 Amendment of tender documents .....	5
2.6 Language of tenders .....	5
2.7 Documents comprising the tender .....	5
2.8 Form of tender .....	5
2.9 Tender prices .....	5
2.10 Tender currencies .....	6
2.11 Tenderers eligibility and qualifications .....	6
2.12 Tender security .....	6
2.13 Validity of tenders .....	7
2.14 Format and signing of tenders .....	7
2.15 Sealing and marking of tenders .....	7
2.16 Deadline for submission of tenders .....	8
2.17 Modification and withdrawal of tenders .....	8
2.18 Opening of tenders .....	8
2.19 Clarification of tenders .....	9
2.20 Preliminary Examination and Responsiveness.....	9
2.21 Conversion to other currencies .....	9
2.22 Evaluation and comparison of tenders .....	9
2.23 Contacting the procuring entity .....	10
2.24 Award of Contract .....	11
2.25 Notification of award .....	11
2.26 Signing of Contract .....	11
2.27 Performance security .....	12
2.28 Corrupt or fraudulent practices .....	12

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

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

### **2.2 Cost of tendering**

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

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 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. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## **2.5 Amendment of documents**

- 2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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 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 the Procuring entity, 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, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.



## **2.14 Format and Signing of Tender**

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

## **2.15 Sealing and Marking of Tenders**

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and **“COPY.”** The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the invitation to tender
  - (b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE .....**”
- 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”.
- 2.15.3 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 the Procuring entity at the address specified under paragraph 2.15.1 no later than .....
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.17 Modification and withdrawal of tenders**

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification , including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers representatives who choose to attend, on ..... 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 the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

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

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

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to a single currency**

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

## **2.22 Evaluation and comparison of tenders.**

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

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

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

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

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

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

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

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

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

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

**2.23. Contacting the procuring entity**

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

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

**2.24 Award of Contract**

- a) **Post qualification**

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

b) **Award Criteria**

- 2.24.4 Subject to paragraph 2.22 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.6 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, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

**2.26 Signing of Contract**

- 2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.27 Performance Security**

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

- 2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in Public Procurement in Kenya.

## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

ITT	Particulars of appendix to instructions to tenderers																
2.1	Particulars of eligible tenderers: <b>General Insurance Companies only Licensed by the Insurance Regulatory Authority to transact this business in Kenya</b>																
2.2. 2	Hard copy tender documents will be issued at cost of Kshs. 1,000.00. Alternatively, tender documents may be downloaded from <b>www.tsc.go.ke</b> free of charge																
2.10	Particulars of other currencies allowed. <b>None</b>																
2.11	Particulars of eligibility and qualifications documents of evidence required. <b>Copies of:</b> <b>i) Certificate of Registration</b> <b>ii) Certificate of valid tax compliance</b>																
2.12 .2	Particulars of tender security if applicable. <b>The Tender security period is 150 days (That is 120 days + 30 days – to enable return of the Tender security before its expiry)</b>																
2.12 .4	Form of Tender Security: <b>The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by PPOA. SELF ISSUED BID BONDS BY THE BIDDERS WILL NOT BE ACCEPTED.</b>																
2.13	The Tender Validity Period is 120 days. <b>Tenderers must provide for an additional thirty (30) days after the expiry of the tender validity period, making a total of 150 days.</b>																
2.16 .3	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Section.																
2.20 .1	<b>The Mandatory Evaluation Criteria:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">N o.</th> <th style="text-align: center;">Documents/ Evidence to be Submitted/ Requirement</th> <th style="text-align: center;">Respon sive or Not Respon sive</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Copy of Certificate of Registration/Incorporation</td> <td></td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Copy Valid Tax Compliance Certificate</td> <td></td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Must be General Insurance Company (TSC to confirm with IRA)</td> <td></td> </tr> <tr> <td style="text-align: center;">4.</td> <td>Dully filled, signed and stamped Confidential business</td> <td></td> </tr> </tbody> </table>		N o.	Documents/ Evidence to be Submitted/ Requirement	Respon sive or Not Respon sive	1.	Copy of Certificate of Registration/Incorporation		2.	Copy Valid Tax Compliance Certificate		3.	Must be General Insurance Company (TSC to confirm with IRA)		4.	Dully filled, signed and stamped Confidential business	
N o.	Documents/ Evidence to be Submitted/ Requirement	Respon sive or Not Respon sive															
1.	Copy of Certificate of Registration/Incorporation																
2.	Copy Valid Tax Compliance Certificate																
3.	Must be General Insurance Company (TSC to confirm with IRA)																
4.	Dully filled, signed and stamped Confidential business																

ITT	Particulars of appendix to instructions to tenderers											
		Questionnaire										
	5.	Duly filled and signed Pre-Bid Conference form										
	6.	Should provide a self-written, signed and stamped declaration that the bidder or his or her sub-contractors are not debarred from participating in Public Procurement.										
	7	Should provide a self-written, signed and stamped declaration that they will not engage in any corrupt practice										
	8	Must Fill the Form of Tender in the format provided										
	9	Must Fill the Price Schedule in the format provided										
	10	Must be approved by the Insurance Regulatory Authority to conduct general business in Year 2016										
	11	Must submit sample policy document										
	12	Must submit copies of Audited accounts for the last two years - 2013 & 2014										
	13	Must be a Member of Association of Kenya Insurers										
	14	Must be an underwriter										
	15	Must submit a joint venture agreement <b>where applicable</b>										
	<p><b>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 STAGE</b></p>											
2.22	<p><b>EVALUATION OF TENDERS: TECHNICAL EVALUATION – STAGE II – A</b>  <i>The tenders will be technically evaluated and marks awarded as stipulated below:</i></p> <table border="1" data-bbox="264 1455 1433 1883"> <thead> <tr> <th data-bbox="264 1455 375 1528">S/No.</th> <th data-bbox="375 1455 1312 1528">Documents to be Submitted/ Requirement</th> <th data-bbox="1312 1455 1433 1528">Max. Marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="264 1528 375 1745">1</td> <td data-bbox="375 1528 1312 1745">           Net asset base for each of the years 2013 and 2014:            a. Below Kshs. 50 Million – 0 marks            b. Between Kshs. 50M - 150 Million – 5 marks            c. Kshs. 150 - 500 Million– 10marks            d. Kshs.500 Million – Kshs. 1 Billion– 15 marks            e. Above Kshs 1 Billion – 20 marks         </td> <td data-bbox="1312 1528 1433 1745"><b>20</b></td> </tr> <tr> <td data-bbox="264 1745 375 1883">2</td> <td data-bbox="375 1745 1312 1883">           Gross premiums under General Business in the years 2013 and 2014:            a. Below Kshs. 50 Million – 0 marks            b. Between Kshs. 50M - 150 Million – 5 marks         </td> <td data-bbox="1312 1745 1433 1883"><b>25</b></td> </tr> </tbody> </table>			S/No.	Documents to be Submitted/ Requirement	Max. Marks	1	Net asset base for each of the years 2013 and 2014: a. Below Kshs. 50 Million – 0 marks b. Between Kshs. 50M - 150 Million – 5 marks c. Kshs. 150 - 500 Million– 10marks d. Kshs.500 Million – Kshs. 1 Billion– 15 marks e. Above Kshs 1 Billion – 20 marks	<b>20</b>	2	Gross premiums under General Business in the years 2013 and 2014: a. Below Kshs. 50 Million – 0 marks b. Between Kshs. 50M - 150 Million – 5 marks	<b>25</b>
S/No.	Documents to be Submitted/ Requirement	Max. Marks										
1	Net asset base for each of the years 2013 and 2014: a. Below Kshs. 50 Million – 0 marks b. Between Kshs. 50M - 150 Million – 5 marks c. Kshs. 150 - 500 Million– 10marks d. Kshs.500 Million – Kshs. 1 Billion– 15 marks e. Above Kshs 1 Billion – 20 marks	<b>20</b>										
2	Gross premiums under General Business in the years 2013 and 2014: a. Below Kshs. 50 Million – 0 marks b. Between Kshs. 50M - 150 Million – 5 marks	<b>25</b>										



ITT	Particulars of appendix to instructions to tenderers		
		c. Kshs. 150 - 500 Million and above – 15marks d. Kshs.500 Million – Kshs. 1 Billion– 20 marks e. Above Kshs 1 Billion – 25 marks	
3		Paid-up capital for the General Business: Must meet the statutory Kshs. 300 Million requirement– 15 marks	<b>15</b>
4		Years of Experience of the Bidder 1-10 years = 5 marks 11-20 years = 10 marks 21-30 years = 15 marks 31yearsand above= 20 marks	<b>20</b>
5.		Financial Ratios: Solvency Ratio for year 2014: - 1-5 – 2 : 5 marks - Above 2: 10 marks	<b>10</b>
6		Liquidity Ratio: - 2-4 – 5 marks - Above 4 – 10 marks	<b>10</b>
		TOTAL MARKS:	<b>100</b>

**Table A**

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

ITT	Particulars of appendix to instructions to tenderers		
		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.)	
	<p><b>THE MINIMUM TECHNICAL SCORE TO PROCEED TO FINANCIAL EVALUATION IS 80% AND ONLY TENDERERS THAT SECURE THE MINIMUM TECHNICAL SCORE WILL BE FINANCIALLY EVALUATED. BIDDERS WHO OBTAIN MARKS BELOW THIS MARK WILL BE DISQUALIFIED FROM FURTHER EVALUATION</b></p>		
2.24 (a)	Particulars of post – qualification if applicable. <b>TSC may inspect the premises, and demand to be provided with documents as evidence of having undertaken general insurance business as a condition for signing the contract</b>		
2.24 .4	Award Criteria: <b>AWARD WILL BE MADE TO THE LOWEST AMONG THE TENDERERS WHO ATTAIN THE MINIMUM QUALIFYING MARK.</b>		
2.27	Particulars of performance security if applicable. <b>N/A</b>		

**SECTION III                    -                    GENERAL CONDITIONS OF CONTRACT**

<b>TABLE OF CONTENTS</b>		<b>Page</b>
3.1	Definitions .....	16
3.2	Application .....	16
3.3	Standards .....	16
3.4	Patent Rights .....	
	16	
3.5	Performance security .....	
	16	
3.6	Inspections and tests .....	
	17	
3.7	Payment .....	17
3.8	Prices .....	
	17	
3.9	Assignment .....	17
3.10	Termination for default .....	18
3.11	Termination for insolvency .....	
	18	
3.12	Termination for convenience .....	
	18	
3.13	Resolution of disputes .....	18
3.14	Governing language .....	
	18	
3.15	Force majeure .....	
	19	
3.16	Applicable law .....	19
3.17	Notices .....	19

## **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 the Procuring entity 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 the Procuring entity 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 the Procuring entity 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 the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.6 Inspections and Tests**

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

3.6.2 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 the Procuring entity.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

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

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

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

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

### **3.11 Termination of insolvency**

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

### **3.12 Termination for convenience**

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

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

### **3.13 Resolution of disputes**

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

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.

### **3.16 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: <b>N/A</b>
3.7	Specify method Payments. <b>One installment annually upon signing of the contract and delivery of policy documents.</b>
3.8	Specify price adjustments allowed. <b>None</b>
3.14	Specify resolution of disputes. <b>Disputes to be settled as per the Arbitration Laws of Kenya</b>
3.16	Specify applicable law. <b>Laws of Kenya</b>
3.17	Indicate addresses of both parties. <b>Client: The Secretary, Teachers Service Commission, Private Bag - 00100, Nairobi.Tel: 020-2892000. E-mail: info@tsc.go.ke</b>  <b>Tenderer's Address:</b>



## SECTION V -SCHEDULE OF REQUIREMENTS

### CONDITIONS TO BE MET BY INSURANCE COMPANY (UNDERWRITERS ONLY)

- i. The bidder must attach Evidence through letters from the Clients stating the start and finish period of their current Group Personal Accident and Work Injury Benefits Act Cover.
- ii. The Bidder must elaborate as to how they will administer the scheme
- iii. The bidder will be required to indicate all the documents required to settle the claim.
- iv. The bidder will be required to give time limit for settling fully documented GPA and WIBA claims.
- v. The bidder will be required to indicate time line for paying funeral expenses.
- vi. The bidder should appoint a Contact person/agent(at its own cost) who will liaise with TSC staff on a continuous basis relating to the daily operations of the cover.
- vii. **GPA:**The Insurance Firm to provide the scope of benefits available and the process of settling the claims.
- viii. **WIBA:**The Insurance Firm to provide Benefits as per the provisions of the Work Injury Benefits Act 2007.

## SECTION VI - DESCRIPTION OF SERVICES

### **PROVISION OF GROUP PERSONAL ACCIDENT AND WORK INJURY BENEFITS COVER FOR TSC COMMISSIONERS AND SECRETARIAT STAFF TO BE MET BY THE INSURANCE COMPANY**

The Teachers Service Commission intends to procure a Group Personal Accident and Work Injury Benefit Cover (GPA/WIBA) for TSC Commissioners and Secretariat staff. The policy will indemnify demise of an employee as a result of accidental death or bodily injury to the insured person(s) including indemnity for liability under the Work Injury Benefit Act (WIBA) 2007 in respect of bodily injury or illness/disease to employees as declared arising out of and in the course of employment. The policy will cover the staff 24 hours both at the workplace and outside the workplace.

#### **Population:**

The cover will be for **3023** employees of TSC. TSC will avail a list of its employees together with their current salaries to the successful bidder.

#### **Benefit Payable on death:**

##### ***Under GPA***

During the period of cover, existing employees of TSC Secretariat, TSC Commissioners and any additional employees who joins TSC will be covered based on five (5) times annual basic salary.

##### ***Under WIBA***

During the period of cover, existing employees of TSC Secretariat, TSC Commissioners and any additional employees who joins TSC will be covered based on eight (8) times annual basic salary.

**N.B:** The bidder will be required to pay all the due benefits in full under the GPA/WIBA compensation, irrespective of the employee's basic salary/ no limits should apply.

#### **Beneficiary Nomination:**

Each member of TSC Staff will nominate one or more beneficiaries in the event of death.

#### **Duration/Renewal:**

The Cover will run for a period of three (3) years effective 1<sup>st</sup> July 2016. However, the contract

will be renewed on annual basis 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 **3023** TSC employees is Kshs. **207,738,728.00** as per February, 2016 payroll.

**SENSITIZATION OF MEMBERS**

The Bidder will be expected to sensitize all TSC Commissioners and Secretariat Staff on the GPA and WIBA Covers policy operations at the bidder's own expense and will have to commit a budget towards the sensitization program as follows:

- a. Meets its own expenses
- b. Meet transport needs for its staff and TSC's staff

The Sensitization program will be done both at the Head Quarters and 47 TSC County offices within the first 2 months upon award of the Contract.

TSC will meet accommodation needs for its staff

## 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.

**TABLE OF CONTENTS**

**Page**

1. Form of tender .....	31
2. Price schedules .....	32
3. Contract form .....	33
4. Confidential Questionnaire form .....	34
5. Tender Security Form .....	35

**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:** .....

**TENDER NAME:** .....

**Tenderer:**.....

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.

<b>Insurance Cover</b>	<b>Premium (Kshs.)</b>
Commissioners and Staff Group Personal Accident Cover and Work Injury Benefits Cover	
Add applicable Taxes	
<b>TOTAL(take this figure to the Form of Tender)</b>	

**Name, Signature and Rubber Stamp of Tenderer’s Representative**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Rubber Stamp:** \_\_\_\_\_



## 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 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.

<p>Part 1 General</p> <p>Business Name .....</p> <p>Location of Business Premises .....</p> <p>Plot No, ..... Street/Road .....</p> <p>Postal address ..... Tel No. ....</p> <p>Fax ..... Email .....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
--

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details .....</p>																				
	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
Name	Nationality	Citizenship details	Shares																		
1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
Name	Nationality	Citizenship details	Shares																		
1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p>Date.....Signature of</p> <p>Candidate.....</p>																				

**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) \_\_\_\_\_  
\_\_\_\_\_

**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 tender).....*

Gentlemen and/or Ladies:

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

.....  
*(name and address of tenderer)(hereinafter called "the tenderer") shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of .....  
(amount of guarantee in figures and words).*

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

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the

tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

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

Yours truly,

Signature                      and                      seal                      of                      the                      Guarantors

---

*(name of bank or financial institution)*

---

*(address)*

---

*(date)*



**INTEGRITY DECLARATION**

I/We/Messrs..... of ..... Street/avenue,  
..... Building, P. O. Box .....Code ....., 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. Box .....Code ....., 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**.....

REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....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 of .....20.....

SIGNED  
Board Secretary