

**TEACHERS SERVICE COMMISSION**



**PROVISION OF MOTOR CYCLE INSURANCE SERVICES**

**TSC/T/044/2020-2021**

**TWO YEARS FRAME WORK CONTRACT**

**(INSURANCE BROKERS 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)

**CLOSING DATE: WEDNESDAY 24<sup>TH</sup> FEBRUARY, 2021 AT 9.00 AM**

## Table of Contents

	<b>Page</b>
<b>INTRODUCTION .....</b>	<b>3</b>
Section I INVITATION FOR TENDERS.....	4
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 TO TENDER**

**TENDER NAME: PROVISION OF MOTOR CYCLE INSURANCE SERVICES**

**TENDER NO: TSC/T/044/2020-2021 RE-ADVERTISED**

- 1 The Teachers Service Commission invites sealed tenders from eligible candidates for the **Provision of Motor Cycle Insurance Services**
- 2 Interested eligible candidates may obtain further information from and inspect the tender documents at Teachers Service Commission House Kilimanjaro Road Upper Hill, 2nd Floor Podium Wing during normal working hours. Tenders must be accompanied by a Tender Security of Kshs. **10,000.00**(Ten Thousands shillings only.) from a reputable bank or from an insurance company approved by PPRA (formerly PPOA), payable to the Commission Secretary, Teachers Service Commission. The tender security must be valid for 150 days from the date of tender opening. **Self-issued Tender Securities will not be accepted.**
- 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) or [www.tenders.go.ke](http://www.tenders.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.**
- 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, **WEDNESDAY 24<sup>TH</sup> FEBRUARY, 2021 AT 9.00AM.**
- 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. ONLY ONE FIRM REPRESENTATIVE WILL BE ALLOWED TO ATTEND TENDER OPENING.**

**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 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 procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under 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 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 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 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) Declaration Form
- (xiii) 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 Procuring entity by post, fax or by email at the procuring 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 not later than seven (7) days prior to the deadline for the submission of the 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 candidates 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.

2.4.3 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, 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 and 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 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 the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7. Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 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 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 it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to 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 Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 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.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 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
- 2.12.7 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
- 2.12.8 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 Tenders shall remain valid for 60 days after date of tender opening 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 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 the Procuring entity at the address given in the Invitation to Tender.

2.15.3 bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE **date and time as provided in the invitation letter**"

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

- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## 2.16. **Deadline for Submission of Tenders**

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **date and time as provided in the invitation letter**. The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 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.

- 2.16.2 Bulky tenders which will not fit 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 tenders, is received by the Procuring entity 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 The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, on **date and time as provided in the invitation letter** 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 the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity 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 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 of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **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 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 The Procuring entity 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, 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 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 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 2.22.3.

(a) operational plan proposed in the tender;

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

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

(a) Operational Plan

(i) 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. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

### **2.23. Contacting 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 Post-qualification**

2.24.1 The procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as 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.

### **2.25 Award Criteria**

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

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

2.26.1 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 non of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 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.

2.26.3 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, the Procuring entity 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 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

2.28.1 At the same time as 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.

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

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

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

### **2.29 Performance Security**

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

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 the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

### **2.30 Corrupt or Fraudulent Practices**

2.30.1 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.

2.30.2 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

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

## Appendix to instructions to Tenderers

The following information for the procurement of insurance 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	Particulars of appendix to instructions to tenderers
2.1.	<p><b>Eligible Tenderers</b>            Particulars of eligible tenderers: <b>Insurance Brokers Registered and Licensed by the Insurance Regulatory Authority to provide MOTOR VEHICLE INSURANCE COVER.</b></p>
2.1.2	<p>Teachers Service Commissions employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.</p>
2.1.4	<p>Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.</p>
2.2.2	<p>A complete hard copy tender document may be obtained by interested candidates upon payment of a non- refundable fee of <b>Kshs 1,000.00</b> in cash or bankers cheque payable to <b>The Secretary, Teachers Service Commission</b>; and attach a copy of receipt to the Tender Document. Alternatively, the document may be downloaded for free from the TSC websites by visiting <a href="http://www.tsc.go.ke">www.tsc.go.ke</a> or <a href="http://www.tenders.go.ke">www.tenders.go.ke</a></p>
2.3 2.3.2	<p><b>Contents of Tender Document</b></p> <p>The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.</p> <ul style="list-style-type: none"> <li>(i) Instructions to Tenderers</li> <li>(ii) General Conditions of Contract</li> <li>(iii) Special Conditions of Contract</li> <li>(iv) Schedule of Requirements</li> <li>(v) Details of Insurance Cover</li> <li>(vi) Form of Tender</li> <li>(vii) Price Schedules</li> <li>(viii) Contract Form</li> <li>(ix) Confidential Business Questionnaire Form</li> <li>(x) Tender security Form</li> <li>(xi) Performance security Form</li> <li>(xii) Declaration Form</li> <li>(xiii) Request for Review Form</li> </ul> <p>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/requirement in every respect will be at the tenderers risk and may result in the rejection of its tender.</p>



ITT	Particulars of appendix to instructions to tenderers
2.4 2.4.1	<p><b>Clarification of Tender Documents</b></p> <p>A Candidate making inquiries on the tender document may notify the Commission by email address: <a href="mailto:ddprocurement@tsc.go.ke">ddprocurement@tsc.go.ke</a> Att. Deputy Director – SCMS. The Teachers Service Commission will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders.</p> <p>Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents or may be sent to the Print Media as an Addendum.</p>
2.4.2	The Commission shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer make timely submission of its tender.
2.4.3	There shall not be Preference allowed in the evaluation of tenders
2.7.0 2.7.1	<p><b>Documents Comprising the Tender</b></p> <p>All bidders applying for this tender shall fill, sign and stamp the following attached mandatory forms in the formats provided:</p> <ul style="list-style-type: none"> <li>a) Form of Tender</li> <li>b) Price Schedule</li> <li>c) Confidential Business Questionnaire</li> <li>d) Integrity Declaration form</li> <li>e) Non-debarment form.</li> <li>f) PRESIDENTIAL EXECUTIVE ORDER NO. 2 OF 2018</li> </ul>
2.5.0 2.5.1	<p><b>Amendment of Tender Documents</b></p> <p>At any time prior to the deadline for submission of tenders, the Commission, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender document by issuing an addendum.</p>
2.5.2	All prospective tenderers who have obtained the tender documents will be notified of the amendment by email or through print media and such amendments shall 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 of their tenders, the Commission, at its discretion, may extend the deadline for the submission of tenders.
2.6.1	The tender prepared by the tenderers, as well as all correspondence and documents relating to the tender exchanged by the tenderer and TSC, shall be written in English language.
2.8.1	The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents in the format provided any deviation shall lead in to disqualification.
2.10	Prices shall be quoted in Kenya Shillings.
2.12	Tenders must be accompanied by a Tender Security of <b>Kshs. 10,000.00</b> (Ten

ITT	Particulars of appendix to instructions to tenderers
	Thousand Shillings Only) from a reputable bank or from an insurance company approved by PPRA (formerly PPOA), payable to the Commission Secretary, Teachers Service Commission. The tender security must be valid for 150 days from the date of tender opening. Self-issued Tender Securities will not be accepted.
2.12.9	<p><b>The tender security may be forfeited:</b></p> <p>a) If a tenderer withdraws its tender during the period of tender validity.</p> <p>b) In the case of a successful tenderer, if the tenderer fails: to sign the contract in accordance with paragraph 2.29 or</p> <p style="margin-left: 40px;">I. To furnish performance security of</p> <p style="margin-left: 40px;">II. There shall not be correction of an arithmetic error in the tender.</p> <p style="margin-left: 40px;">III. The bid prices read during the opening shall be final and absolute.</p>
2.13	Tenders shall remain valid for 150 days after date of tender opening.
2.13.2	In exceptional circumstances, the Commission may extend the tender validity period for a maximum of 30 days.
2.14	The tenderer shall prepare one original and one 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
2.16.1	Completed tender documents must be enclosed in plain sealed envelopes, marked with the tender number (TSC/T/044/2020-2021) and tender name ( <b><i>PROVISION OF MOTOR CYCLE INSURANCE SERVICES ONLY</i></b> ) and be deposited in the tender box provided at the TSC House, Podium wing, 3 <sup>rd</sup> floor, or be addressed and posted to The Secretary, Teachers Service Commission, Private Bag – 00100, Nairobi to be received on or before, <b>WEDNESDAY 24<sup>TH</sup> FEBRUARY, 2021 AT 9.00AM.</b>
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered and recorded at the Procurement Division located at TSC House, 2 <sup>nd</sup> Floor Podium wing
2.17	<b>Modification and Withdrawal of Tenders</b>
2.17.1	The tenderer may modify or withdraw its tender after the tender’s submission but before tender opening, provided that a written notice of the modification, including substitution or withdrawal of the tenders, is received by the Commission prior to the time and date of tender opening.
2.22	<b>Evaluation and Comparison of Tenders</b>
2.22.1	The Commission shall evaluate and compare the tenders which have been determined
2.22.3	to be substantially responsive based on the set evaluation criterion only. The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
2.23	<b>Contacting the Procuring entity</b>
2.23.1	No tenderer shall contact the Commission on any matter relating to its tender, from the date of the tender opening to the date the Letters of Notification of award are issued to all tenderers.
2.23.2	Any effort by a tenderer to influence the Commission in its decisions on tender evaluation, tender comparison, or contract award shall result in the rejection or disqualification of the Tenderers’ tender.
2.24	<b>Post-qualification</b>
2.24.1	The Commission will verify and determine to its satisfaction whether the successful

ITT	Particulars of appendix to instructions to tenderers
2.24.2 2.24.3	<p>bidder who has been selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.</p> <p>The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of qualifications submitted as well as such other information as the Commission deems necessary and appropriate.</p> <p>An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Commission will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.</p>
2.25 2.25.1 2.25.2	<p><b>Award Criteria</b></p> <p>The Commission 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.</p> <p>To qualify for contract awards, the tenderer shall have the following: -</p> <ul style="list-style-type: none"> <li>(a) Necessary qualifications, both technical and financial capability, experience in offering similar service, and facilities to provide the service.</li> <li>(b) Legal capacity to enter into a contract for procurement</li> <li>(c) The tenderer 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.</li> <li>(d) The tenderer shall not be debarred from participating in public procurement.</li> </ul>
2.26 2.26.1	<p><b>Procuring entity's Right to accept or Reject any or all Tenders</b></p> <p>The Commission reserves the right to accept or reject any or all tender/s, 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. The Commission shall bear obligation to inform the affected tenderer/s of the grounds for its action. The termination of the procurement proceeding shall be carried out pursuant to section 63 (PPADA 2015).</p>
2.27 2.27.1 2.27.2	<p><b>Notification of Award</b></p> <p>Prior to the expiration of the period of tender validity, the Commission will notify the successful tenderer in writing that its tender has been accepted.</p> <p>The notification of award shall not signify the formation of the contract but will signify the intension to enter into a contract subject to the acceptance by the successful tenderer and signing of the contract between the tenderer and the Commission. Simultaneously the other tenderers shall be notified that their tenders were not successful.</p>
2.28 2.28.3 2.28.3 2.28.4	<p><b>Signing of Contract</b></p> <p>Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.</p> <p>The contract will be definitive upon its signature by the two parties.</p> <p>The Commission and the successful bidder shall sign the contract within 30 days from</p>

ITT	Particulars of appendix to instructions to tenderers
	the date of notification of contract award unless there is an administrative review request.
2.30 2.30.1  2.30.2	<p><b>Corrupt or Fraudulent Practices</b></p> <p>2.30.1 The Commission requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.</p> <p>2.30.2 The Commission will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing or during the tendering stage for the contract in question.</p>

ITT	Particulars of appendix to instructions to tenderers																																																	
2.20.1	<p data-bbox="345 342 1208 373"><b>The Mandatory Evaluation Criteria: INSURANCE BROKERS</b></p> <table border="1" data-bbox="345 415 1453 1470"> <thead> <tr> <th data-bbox="345 415 456 447">S/No.</th> <th data-bbox="456 415 1289 447">Documents /Evidence/Requirement to be Submitted</th> <th data-bbox="1289 415 1453 447">Yes/No</th> </tr> </thead> <tbody> <tr> <td data-bbox="345 447 456 478">1.</td> <td data-bbox="456 447 1289 478">Copy of Certificate of Registration/Incorporation</td> <td data-bbox="1289 447 1453 478"></td> </tr> <tr> <td data-bbox="345 478 456 510">2.</td> <td data-bbox="456 478 1289 510">Copy of Valid Tax Compliance Certificate</td> <td data-bbox="1289 478 1453 510"></td> </tr> <tr> <td data-bbox="345 510 456 573">3.</td> <td data-bbox="456 510 1289 573">Copy of valid certificate of registration with Insurance Regulatory Authority (IRA) as an Insurance Broker for the year 2021</td> <td data-bbox="1289 510 1453 573"></td> </tr> <tr> <td data-bbox="345 573 456 636">4.</td> <td data-bbox="456 573 1289 636">Dully filled, signed and stamped Confidential Business Questionnaire</td> <td data-bbox="1289 573 1453 636"></td> </tr> <tr> <td data-bbox="345 636 456 699">5.</td> <td data-bbox="456 636 1289 699">Dully filled, signed and stamped Integrity Declaration form in the format provided</td> <td data-bbox="1289 636 1453 699"></td> </tr> <tr> <td data-bbox="345 699 456 762">6.</td> <td data-bbox="456 699 1289 762">Dully filled, signed and stamped Non-Debarment Statement in the format provided</td> <td data-bbox="1289 699 1453 762"></td> </tr> <tr> <td data-bbox="345 762 456 793">7.</td> <td data-bbox="456 762 1289 793">Must fill the Form of Tender in the format provided.</td> <td data-bbox="1289 762 1453 793"></td> </tr> <tr> <td data-bbox="345 793 456 825">8.</td> <td data-bbox="456 793 1289 825">Must fill the Price Schedule in the format provided</td> <td data-bbox="1289 793 1453 825"></td> </tr> <tr> <td data-bbox="345 825 456 972">10.</td> <td data-bbox="456 825 1289 972">Must submit a valid copy of Professional Indemnity Insurance Cover from a reputable insurance company with a minimum limit of Kshs.10 million valid over the duration of the contract</td> <td data-bbox="1289 825 1453 972"></td> </tr> <tr> <td data-bbox="345 972 456 1035">11.</td> <td data-bbox="456 972 1289 1035">Must attach current (2021) membership certificate from the Association of Insurance Brokers of Kenya (AIBK)</td> <td data-bbox="1289 972 1453 1035"></td> </tr> <tr> <td data-bbox="345 1035 456 1140">12.</td> <td data-bbox="456 1035 1289 1140">Must have a bank guarantee or a lien from the Central Bank drawn in favor of the Insurance Regulatory Authority of Kshs. 5 million</td> <td data-bbox="1289 1035 1453 1140"></td> </tr> <tr> <td data-bbox="345 1140 456 1171">13.</td> <td data-bbox="456 1140 1289 1171">Must attach a copy of PIN/VAT certificate</td> <td data-bbox="1289 1140 1453 1171"></td> </tr> <tr> <td data-bbox="345 1171 456 1276">14.</td> <td data-bbox="456 1171 1289 1276">Must provide tender security of Kshs. 10,000 from a reputable bank or from an insurance company approved by PPRA (formerly PPOA).</td> <td data-bbox="1289 1171 1453 1276"></td> </tr> <tr> <td data-bbox="345 1276 456 1381">15.</td> <td data-bbox="456 1276 1289 1381">Must submit Audited Financial Accounts for 2019 signed and stamp by qualified accounting/auditing firms or professional accountants registered by ICPAK.</td> <td data-bbox="1289 1276 1453 1381"></td> </tr> <tr> <td data-bbox="345 1381 456 1444">16.</td> <td data-bbox="456 1381 1289 1444">Provide evidence of an annual gross written premiums for motor vehicle in 2020 of at least kshs.200 million</td> <td data-bbox="1289 1381 1453 1444"></td> </tr> </tbody> </table>		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) as an Insurance Broker for the year 2021		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		10.	Must submit a valid copy of Professional Indemnity Insurance Cover from a reputable insurance company with a minimum limit of Kshs.10 million valid over the duration of the contract		11.	Must attach current (2021) membership certificate from the Association of Insurance Brokers of Kenya (AIBK)		12.	Must have a bank guarantee or a lien from the Central Bank drawn in favor of the Insurance Regulatory Authority of Kshs. 5 million		13.	Must attach a copy of PIN/VAT certificate		14.	Must provide tender security of Kshs. 10,000 from a reputable bank or from an insurance company approved by PPRA (formerly PPOA).		15.	Must submit Audited Financial Accounts for 2019 signed and stamp by qualified accounting/auditing firms or professional accountants registered by ICPAK.		16.	Provide evidence of an annual gross written premiums for motor vehicle in 2020 of at least kshs.200 million	
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) as an Insurance Broker for the year 2021																																																	
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																																																	
10.	Must submit a valid copy of Professional Indemnity Insurance Cover from a reputable insurance company with a minimum limit of Kshs.10 million valid over the duration of the contract																																																	
11.	Must attach current (2021) membership certificate from the Association of Insurance Brokers of Kenya (AIBK)																																																	
12.	Must have a bank guarantee or a lien from the Central Bank drawn in favor of the Insurance Regulatory Authority of Kshs. 5 million																																																	
13.	Must attach a copy of PIN/VAT certificate																																																	
14.	Must provide tender security of Kshs. 10,000 from a reputable bank or from an insurance company approved by PPRA (formerly PPOA).																																																	
15.	Must submit Audited Financial Accounts for 2019 signed and stamp by qualified accounting/auditing firms or professional accountants registered by ICPAK.																																																	
16.	Provide evidence of an annual gross written premiums for motor vehicle in 2020 of at least kshs.200 million																																																	

<b>ITT</b>	<b>Particulars of appendix to instructions to tenderers</b>
------------	---

**EVALUATION REQUIREMENT FOR UNDERWRITERS**

Insurance Brokers must ensure that they enclose in a separate envelope the proposed insurance company (underwriters’) copies of the following documents in a clearly marked envelope bearing their names and the words ‘**UNDERWRITER DOCUMENTS**’ to be received on or before **WEDNESDAY 24<sup>TH</sup> FEBRUARY, 2021**. Brokers are allowed to submit documents from **ONLY** one Underwriter. A Broker with more than one Underwriter shall be disqualified.

<b>MR</b>	<b>Mandatory Evidence Based Requirements to be Submitted</b>	<b>YES/NO</b>
<b>MR1</b>	Must submit a registration certificate from the Insurance Regulatory Authority for the current year 2021 and a copy of the current license or perpetual letter from IRA be submitted.	
<b>MR2</b>	Must have paid up capital of at least <b>Kshs. 300 million</b> (General Insurance)  <i>Attach certificate from registrar of Companies or a copy of the current Financial Audited Report showing the paid up capital</i>	
<b>MR3</b>	Must have written gross premiums of at least <b>Kshs. 500 million</b> on motor vehicle insurance in 2019.	
<b>MR4</b>	Must submit copies of the following documents; a) Valid Tax Compliance certificate (2021) b) Certificate of Registration/Incorporation c) Valid Single Business Permit from county government	
<b>MR5</b>	Must submit a valid (2021) copy of membership certificate from the Association of Kenya Insurers (AKI)	
<b>MR6</b>	Indicate anticipated time taken to settle claims after complete documentation. Provide evidence of claim settled in 2020.	
<b>MR7</b>	Must provide evidence of 5 (five) corporate clients whom the firm have provided a similar service (Motor Vehicle Insurance Cover) for the last five years with a premium of not less than <b>Kshs. 1 million</b> per client.  <i>Bidders must attach certified copies of Reference Letters/award letter/contract from the corresponding Clients or Client’s Broker indicating clearly the amount.</i>	
<b>MR8</b>	Must submit copies of the audited accounts for the year 2019. The Financial Audited Accounts must be signed and stamp by a registered Audit/Accounting firm	
	<b>NB: Insurers whom a formal complaint has been registered by TSC to IRA are not eligible to tender.</b>	

Both Brokers and Underwriter shall be evaluated based on the above two criterions. Bidder who fails to meet both mandatory requirements for both Brokers and Underwriter shall be declared non-responsive and shall be eliminated from the entire evaluation process. Bidders who are Responsive to both the requirements will proceed to Technical Evaluation Stage

ITT	Particulars of appendix to instructions to tenderers		
2.22	<p><b>EVALUATION OF TENDERS: TECHNICAL EVALUATION –</b>  <i>The tenders will be technically evaluated and marks awarded as stipulated below:</i>  <b>N/B: The Technical Evaluation shall be undertaken to Brokers only</b></p>		
S/No.	Documents /Evidence/Requirement to be Submitted	Maximum Marks	
1.	<p><b>Firm’s profile &amp; Experience: -</b></p> <ul style="list-style-type: none"> <li>i) Number of years the firm has been in similar business; 5 @ 2mks – (10 mks max)</li> <li>ii) Provide documentary evidence of undertaking a similar assignment (Motor Cycle Insurance Cover) for five (5) reputable corporate clients with a total premium of not less than Kshs. 5 million each year in the last two years @4 marks = 20 marks</li> <li>iii) Letter of reference from the corresponding 5 reputable clients (generic letters not acceptable). 1@5 mark = (5marks)</li> </ul>	35 marks	
	<p><b>Firm’s financial capability</b></p> <ul style="list-style-type: none"> <li>i. Submit Firms Audited Accounts for 2019 - @ 10 marks</li> <li>ii. Adequate working capital (Current Ratio of 1.5-2.0) - 10 marks</li> </ul>	20 mks	
3.	<p><b>Physical Address and Facilities</b>  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.</p>	5	
4.	<p><b>Qualification and experience of Key Personnel</b></p> <ul style="list-style-type: none"> <li>i) Provide a certified academic and professional certificates of two (2) management staff: <ul style="list-style-type: none"> <li>a) Degree in Business related course from a recognized University @: 5 marks per staff Total 10 marks</li> <li>b) Diploma in Insurance Course from a reputable insurance college (ACII/AIK) @ 2.5 per staff Total 5 marks</li> </ul> </li> <li>ii) Provide CVs of 2 technical staff with 2 years’ experience in similar assignment. Each year of experience 2.5 mark. Total for 2 staff: 10 marks</li> </ul> <p>Attach a certified copy of CV by the Employer</p>	25 marks	
5.	<p><b>Methodology &amp; Work Plan</b>  The firm to demonstrate its claim handling procedure:</p> <ul style="list-style-type: none"> <li>i) Time taken in settling claims  <b>Attach at least evidence of five (5) claims handled within 14 days in the year 2020.</b>  Each claim settled @ 2 marks = 10 marks</li> </ul>	15mks	

ITT	Particulars of appendix to instructions to tenderers		
		ii) List at least five (5) mandatory documents required for settling claims – each 1 mark	
	6	Award criteria will be the firm with the highest technical & financial score.	
	Total		100
	Only bidders who score 70 marks and above will be subjected to Financial evaluation.		
2.24	TSC will verify and determine to its satisfaction whether the tenderer selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily. TSC may conduct due diligence as provided in the PPADA 215 to the successful bidder prior to an award.		
2.25	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.		
2.27	Prior to the expiration of the period of tender validity, the Commission will notify the successful tenderer in writing that its tender has been accepted. Likewise the notice will also be sent to all unsuccessful bidders that their bids were not successful.		
2.28	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	The successful tenderer shall furnish TSC with a performance security of 10% of contract sum in Form of a bank guarantee from a reputable Bank recognized in Kenya.		



**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 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 tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” 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 superceded 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 the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity 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 Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

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

#### **3.5. Patent Rights**

3.5.1 The Contractor 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.

#### **3.6 Performance Security**

3.6.1 Within thirty (30) 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 SCC

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

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

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

- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the 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 the procuring entity 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 Procuring entity, 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 the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding 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 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

### **3.11. Termination for Default**

3.11.1 The Procuring entity 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 the Procuring entity.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 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 un-delivered, and the Contractor shall be liable to the Procuring entity 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 The Procuring entity 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 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 entities 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 an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

- 3.14.1 The procuring entity 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 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.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.6 3.6.7	Within thirty (30) days but not earlier than 14 days of receipt of the notification of Contract award, the successful tenderer shall furnish the Commission with an acceptance letter. The successful bidder shall <b>NOT</b> furnish the Commission with the performance security.
3.8	Payment shall be made promptly by the Commission on or before (60) days from the date of submission of an invoice or claim after signing of the contract between the successful bidder and the Commission.
3.9	Contract price variations shall not be allowed/accepted within the contract duration – one (1) year
3.14	The Commission and the successful bidder shall make every effort to resolve disputes arising between them under or in connection with the contract amicably by direct informal negotiations. 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 by the Arbitration of Kenya or Judicial adjudication.
3.15	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	The contract shall be interpreted in accordance with the laws of Kenya
3.11	<b>Termination for Default</b> The Commission may, without prejudice to any other remedy for breach of Contract, by written notice of default to the Contractor for terminating the Contract in whole or partially as follows: a) if the Contractor fails to provide any or all of the services within the period(s) thirty (30) days, or within any extension thereof granted by the Commission. (b) If the Contractor fails to perform any other obligation(s) under the Contract (c) If the Contractor in the judgment of the Commission has engaged in corrupt or fraudulent practices in competing for or in executing the contract. The termination notice shall be thirty (30) days from the effective date of termination.
3.12	<b>Termination for Insolvency</b> The Commission 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 Commission.

	The termination notice shall be thirty (30)days from the effective date of termination
3.13	<p><b>Termination for Convenience</b></p> <p>The Commission 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 Commission’s convenience, the extent to which performance of the contractor of the contract is terminated.</p> <p>The termination notice shall be thirty (30) days from the effective date of termination.</p> <p>For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.</p>
3.10	<p><b>Assignment</b></p> <p>The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the permission of the Commission prior to written consent.</p>
3.17	<p><b>Force Majeure</b></p> <p>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.</p>
3.18	<p><b>Notices</b></p> <p>Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or Email and confirmed in writing to the Commission Secretary, Teachers Service Commission, Private Bag 00100 Nairobi or to the Deputy Director - SCMS, Teachers Service Commission, Private Bag 00100 Nairobi</p> <p>A notice shall be effective when delivered or on the notices effective date, whichever is later.</p>



**SECTION VI****~ DESCRIPTION OF SERVICES**

**Comprehensive Motor Cycle insurance cover for all TSC Counties as per the list below for a period of two years (2021 and 2022)**

<b>S/ No</b>	<b>Make</b>	<b>QUANTITY</b>	<b>Model</b>	<b>Year Of Reg.</b>	<b>TOTAL Value Kshs.</b>
<b>1.</b>	<b>YAMAHA</b>	<b>244 Units</b>	<b>125G</b>	<b>2017</b>	<b>36,701,449.70</b>

**SECTION V****~ SCHEDULE OF REQUIREMENTS**

Comprehensive Motor Cycle insurance cover for all TSC Counties as per the list below for a period of two years (2021 and 2022)

S/ No	Make	QUANTITY	Model	Year Of Reg.	TOTAL Value Kshs.
1.	YAMAHA	244 Units	125G	2017	36,701,449.70

## 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. The amount in figures must correspond to the amount in words. Any disparity may lead to disqualification.
- 2) **Price Schedule Form:** The price schedule form must be fully completed in the format provided, signed, stamped 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, signed and stamped in the format provided 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.

**Table A; contact information for bidder's current clients (Format)**

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

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

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

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

**Form of Tender**

To: The Commission Secretary,  
Teachers Service Commission  
Private Bag 00100 Nairobi

Date

Tender No. **TSC/T/044/2020-2021**

**Tender Name: *Provision of Motor Cycle Insurance Services.***

Gentlemen and/or Ladies: -

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:

IN FIGURES: KSHS. ....

WORDS:.....

[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, we shall provide the Group Personal Accident and Work Injury Benefits Cover services for TSC Commissioners and Secretariat staff in accordance with the terms and conditions of the tender.

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.

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.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2005

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**Price Schedule Form**

**TENDER NUMBER: TSC/T/044/2020-2021**

**TENDER NAME: PROVISION OF MOTOR CYCLE INSURANCE**

**NSERVICES NAME OF THE TENDERER: .....**

.....  
 Based on the information contained in the description of Services, deliverables and technical requirements, we the undersigned herein provide a breakdown of costs in the format shown below being the final and absolute price for a period of one year (12) months from the contract commencement date.

Insurance Cover	Premium (Kshs.) 2021/2022	Premium (Kshs.) 2022/2023
Provision of Motor Cycle Insurance services Cover for a period of two years ( 24 months)		
Add applicable Taxes		
<b>TOTAL CONTRACT PRICE FOR 2021/2022 &amp; 2022/2023 (Take this figure to the Form of Tender)</b>		

Full Name, Signature and Rubber Stamp of Director or General Manager

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

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

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

**NB: THE PRICE AS INDICATED ABOVE SHOULD BE TRANSFERRED TO THE FORM OF TENDER WITHOUT ANY ALTERATION.**

N/B: This price scheduled must be signed by an officer who is authorized to commit the organization preferably the Director/General Manger or an officer appointed by letter of Power of Attorney.

**CONTRACT FORM**

THIS AGREEMENT made the \_\_\_day of \_\_\_20\_\_\_ between..... Teachers Service Commission of ..... [country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and ..... [name of tenderer] of ..... [city and country of tenderer] (hereinafter called “the tenderer”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by: \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by: \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the 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 1**

General: Business Name

Location of business premises

PlotNo.....Street/Road.....

Postal Address

Tel.No.....

Fax Email

Nature of business

Registration Certificate No.

Maximum value of business which you can handle at any one time

Kshs.....

Name of your bankers

Branch

**Part 2(a) – Sole Proprietor:**

Your name in full

Age

Nationality

Country of origin

Citizenship

details.....

**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 of Tenderer

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

**TENDER SECURITY FORM**

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

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*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: .....  
*[Name of procuring entity]*



**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

**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.....

**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.....



**MANDATORY REQUIREMENTS TO BE PROVIDED BY FIRMS IN COMPLIANCE TO THE PRESIDENTIAL EXECUTIVE ORDER NO. 2 OF 2018**

S/N	VENDOR DETAILS	
1.	NAME	
2.	KRA PIN NO.	
3.	TELEPHONE NO.	
4.	EMAIL ADDRESS	
5.	POSTAL ADDRESS	
6.	BUSINESS REG. NO.	
7.	BUSSINESS TYPE.	
8.	TAX COMPLIANCE EXPIRY DATE	
9.	LICENSE/PERMIT NUMBER	
10.	PERMIT EXPIRY DATE;	
11.	TECHNICAL CAPABILITY STATEMENT Core Competencies of the firm - Past performance (similar contracts with government entities/private entities) -Number of full time employees	
12.	COMPANY/SUPPLIER TURNOVER	
13.	AVAILABLE LINES OF CREDIT	
14.	NAMES OF DIRECTORS	

STAMP .....

SIGN.....

DATE.....

**FORM RB 1**

**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

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