

**TEACHERS SERVICE COMMISSION**



**PROVISION OF GROUP LIFE ASSURANCE FOR  
TSC COMMISSIONERS AND SECRETARIAT STAFF  
TSC/T/ 43/2020-2021  
RE-ADVERTISED**

**(INSURANCE 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)

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

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## SECTION I INVITATION TO TENDER

**TENDER NAME: PROVISION OF GROUP LIFE COVER FOR TSC COMMISSIONERS AND SECRETARIAT STAFF**

**TENDER NO: TSC/T/43/2020-2021 RE-ADVERTISED**

- 1 The Teachers Service Commission invites sealed tenders from eligible candidates for the **Provision of Group Life Assurance for TSC Commissioners and Secretariat Staff**
- 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. **350,000.00** (Three hundred and fifty thousand) 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 120 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

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## **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.
  - (b) bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE **WEDNESDAY 24<sup>TH</sup> FEBRUARY, 2021 AT 9.00 AM.**
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, 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 **WEDNESDAY 24<sup>TH</sup> FEBRUARY, 2021 AT 9.00AM**. 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**

**2.16.3** The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **WEDNESDAY 24<sup>TH</sup> FEBRUARY, 2021 AT 9.00AM**.

2.18.1 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 tenders' 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>General Insurance Companies Licensed by the Insurance Regulatory Authority to provide <i>GROUP LIFE ASSURANCE ONLY (RE-ADVERTISED)</i></b></p>
2.1.2	Teachers Service Commissions employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.
2.1.4	Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.
2.2.2	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>
2.3	<p><b>Contents of Tender Document</b></p> <p>2.3.2 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. 350,000.00</b> (Three hundred and fifty thousand) 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.

ITT	Particulars of appendix to instructions to tenderers
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 successful tenderer fails: to sign the contract in accordance to the Letter of Award or to furnish the Commission with a performance security of 10% in form of a bank guarantee from a reputable bank recognized in Kenya.</p> <p>(c) There shall not be correction of an arithmetic error in the tender. The bid prices read during the opening shall be absolute and final</p>
2.13	Tenders shall remain valid for 120 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/43/2020-2021) and tender name ( <i><b>PROVISION OF GROUP LIFE ASSURANCE FOR TSC COMMISSIONERS AND SECRETARIAT STAFF</b></i> ) 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 to be
2.22.3	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 bidder who has been 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 qualifications submitted as well as such other information as the Commission deems necessary and appropriate.

ITT	Particulars of appendix to instructions to tenderers
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 Commission will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.
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 the date of notification of contract award unless there is an administrative review request.</p>
2.30 2.30.1  2.30.2	<p><b>Corrupt or Fraudulent Practices</b></p> <p>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>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	<b>The Mandatory Evaluation Criteria:</b>		
	<b>No</b>	<b>Documents/ Evidence to be Submitted/ Requirement</b>	<b>Responsiveness Not Responsive</b>
	1.	Must provide valid/current Registration Certificate as General Insurance Company from Insurance Regulatory Authority (IRA) <i>Attach a certified valid copy of the current license/certificate or a perpetual Letter/License.</i>	
	2.	Gross annual premiums underwritten under Long Term Business/Insurance for the year ended 2019 must be above 2Billion	
	3.	Must provide evidence of paid up capital under Long Term Business Insurance of not less than Kshs. 400 Million for the year 2019.	
	4.	Must provide four (4) reputable corporate clients of similar magnitude and complexity (Group Life Assurance) with minimum gross written premium of at least 50 million above each. <i>Bidders must attach copies of Reference Letters/award letter/contract from the corresponding Clients or Client's Broker indicating clearly the amount of written premium.</i>	
	5.	Must provide valid Copy of Certificate of Incorporation from the Registrar of Companies.	
	6.	Must attach a valid Copy of Tax Compliance Certificate. Any TCC expiring on or within 30 days of the tender closing date shall be accompanied by paid up application receipt from KRA	
	7.	Must attach valid membership certificate of the Association of Kenya Insurance (AKI) for the year 2021.	
	8.	Must have been in existence for the last four (4) years from the date of incorporation/registration by the registrar of companies to the date of tender opening.	
	9.	Dully filled, signed and stamped Confidential Business Questionnaire in the format provided.	
	10.	Must fill, sign and stamp the Debarment Form in the format provided	
	11.	Must fill, sign and stamp the Integrity Form in the format provided	
	12.	Must Fill, sign and stamp the Form of Tender in the format provided by an authorized officer/director whose name is in the CR12 form or any appointed officer who have been mandated by the Company through a written Power of Attorney to commit the organization.	

ITT	Particulars of appendix to instructions to tenderers		
		<i>The written Power of Attorney must give full details of the officer and signed by the Commissioner of oath.</i>	
13.		Must Fill, sign and stamp the Price Schedule <i>in the format</i> provided by an authorized officer/director whose name is in the CR12 form or any appointed officer who have been mandated by the Company through a written Power of Attorney to commit the organization. <i>The written Power of Attorney must give full details of the officer and signed by the Commissioner of oath.</i>	
14.		Must submit copies of Audited Accounts for the last two years – 2018 and 2019 signed and stamped by a reputable auditing firm/institution recognized in Kenya.	
15.		Must provide bid security of <b>Kshs. 350,000.00</b> inform of <b>Bankers Cheque, Bank Guarantee or Insurance Security valid for 150 days from the date of Tender Opening.</b>	
16.		The total bid price in the price schedule must be the same as the total bid price in the form of tender as the contract sum.	
17.		Must provide affidavit on litigation history for last two (2) years from the date of tender opening. <i>The affidavit must be signed by the Commissioner of Oath.</i>	
18.		Must attach duly signed written Power of Attorney to one appointed officer to commit the organization. <i>The written Power of Attorney must give full details of the officer and signed by the Commissioner of oath.</i>	
19.		Must fill, sign and stamp the Presidential Executive Order No. 2 of 2018 Form in the format provided.	
20.		Must provide a copy of the current CR12 Form from the registrar of companies which must have been issued in the last two years from the date of tender opening.	
21.		There shall be no correction of arithmetic errors. <i>Tenders with arithmetic errors in the price schedule shall be disqualified.</i>	
22.		The TENDER/BID document must be paginated from page 1 to the last page, be signed and stamp. <i>Any inconsistency in pagination shall lead to disqualification.</i>	
23.		The bidder must submit a final, dully approved, signed and stamped by an authorized officer a medical policy cover. <i>The policy document submitted shall not have other provisions outside the tender document. Any inconsistency between the policy document and tender document shall lead to disqualification. The Commission shall use the policy document for reference during tender evaluation only and the policy document shall not be part of the contract agreement but will remain part of a bid document.</i>	

ITT	Particulars of appendix to instructions to tenderers																						
	<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 I</b>  <i>The tenders will be technically evaluated and marks awarded as stipulated below:</i></p> <table border="1" data-bbox="337 499 1502 1722"> <thead> <tr> <th data-bbox="345 510 451 577">S/No.</th> <th data-bbox="451 510 1385 577">Documents to be Submitted/ Requirement</th> <th data-bbox="1385 510 1494 577">Max. Marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="345 577 451 724">1.</td> <td data-bbox="451 577 1385 724">           Net asset base for the year ended 2019:            a. Below Kshs. 1 Billion – 5 marks            b. Between Kshs. 1B – 3Billion 10 marks            c. Above Kshs. 3 Billion – 20 marks         </td> <td data-bbox="1385 577 1494 724"><b>20</b></td> </tr> <tr> <td data-bbox="345 724 451 1165">2.</td> <td data-bbox="451 724 1385 1165"> <b>The Key professional staff to be tasked with the administration of the scheme</b>            a) List at least five (5) key professional staff with the Bachelor Degree in any Business Management course or an equivalent Business degree from a recognized University @2 mark each = 10 marks            b) The five (5) staff must have certificates from Chartered Institute of Insurance(CII) - UK or AIIK Kenya @ 1 mark = 5 marks            c) The five (5) staff must have experience of not less than 5 years in the Insurance Industry @1mk = 5 marks  <i>For “a” attach Academic, “b” attach professional certificates, and “c” attach CV signed and stamped each page by the employer.</i> </td> <td data-bbox="1385 724 1494 1165"><b>20</b></td> </tr> <tr> <td data-bbox="345 1165 451 1312">3.</td> <td data-bbox="451 1165 1385 1312">           Years of Experience of the Bidder in the provision of Group Life Assurance in Kenya.            Below 4 years = 10 Marks            Above 4 years = 20 marks         </td> <td data-bbox="1385 1165 1494 1312"><b>20</b></td> </tr> <tr> <td data-bbox="345 1312 451 1417">4.</td> <td data-bbox="451 1312 1385 1417">           Liquidity Ratio: Current Asset over Current Liability            - Less than 1.2 – 5 marks            - Above 1.2 – 10 marks         </td> <td data-bbox="1385 1312 1494 1417"><b>10</b></td> </tr> <tr> <td data-bbox="345 1417 451 1680">5.</td> <td data-bbox="451 1417 1385 1680">           Must provide three (3) current reputable clients preferably Corporate/Government Institutions for the last two (2) years including 2020 with the membership of 2000 lives and above per client offering a similar service (Group Life).  <i>Bidders must attach copies of Reference Letters/award letter/contract from the corresponding Clients or Client’s Broker indicating clearly the number of LIVES covered. @ 10 Marks</i> </td> <td data-bbox="1385 1417 1494 1680"><b>30</b></td> </tr> <tr> <td data-bbox="345 1680 451 1722"></td> <td data-bbox="451 1680 1385 1722">TOTAL MARKS:</td> <td data-bbox="1385 1680 1494 1722"><b>100</b></td> </tr> </tbody> </table> <p><b>Bidders must Score 75% and above to Proceed to stage II of the Technical Evaluation. Tenderers that scores 75% and above shall move to stage II of the Technical Evaluation. Bidders who obtains less than 75 % shall be eliminated from further Evaluation.</b></p>		S/No.	Documents to be Submitted/ Requirement	Max. Marks	1.	Net asset base for the year ended 2019: a. Below Kshs. 1 Billion – 5 marks b. Between Kshs. 1B – 3Billion 10 marks c. Above Kshs. 3 Billion – 20 marks	<b>20</b>	2.	<b>The Key professional staff to be tasked with the administration of the scheme</b> a) List at least five (5) key professional staff with the Bachelor Degree in any Business Management course or an equivalent Business degree from a recognized University @2 mark each = 10 marks b) The five (5) staff must have certificates from Chartered Institute of Insurance(CII) - UK or AIIK Kenya @ 1 mark = 5 marks c) The five (5) staff must have experience of not less than 5 years in the Insurance Industry @1mk = 5 marks <i>For “a” attach Academic, “b” attach professional certificates, and “c” attach CV signed and stamped each page by the employer.</i>	<b>20</b>	3.	Years of Experience of the Bidder in the provision of Group Life Assurance in Kenya. Below 4 years = 10 Marks Above 4 years = 20 marks	<b>20</b>	4.	Liquidity Ratio: Current Asset over Current Liability - Less than 1.2 – 5 marks - Above 1.2 – 10 marks	<b>10</b>	5.	Must provide three (3) current reputable clients preferably Corporate/Government Institutions for the last two (2) years including 2020 with the membership of 2000 lives and above per client offering a similar service (Group Life). <i>Bidders must attach copies of Reference Letters/award letter/contract from the corresponding Clients or Client’s Broker indicating clearly the number of LIVES covered. @ 10 Marks</i>	<b>30</b>		TOTAL MARKS:	<b>100</b>
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ITT	Particulars of appendix to instructions to tenderers		
S/N	TECHNICAL EVALUATION STAGE II	YES	NO
1.	<p>Methodology on the Implementation of Group Life to the staff and their dependants.            Provide a written signed and stamp methodology strategy plan highlighting the areas listed below:</p> <ul style="list-style-type: none"> <li>i. Management of additions and exits</li> <li>ii. Members education and sensitization on Group Life</li> <li>iii. Scheme implementation timetable</li> <li>iv. Customer Service methodology</li> <li>v. Members' communication systems</li> <li>vi. Scheme management &amp; performance reporting structures</li> <li>vii. Fraud control by employees'/containment systems on prevention of Group Life fraud</li> <li>viii. Value addition benefits</li> </ul>		
2.	<p>Must provide a written signed and stamp proposal or methodology highlighting each of the following listed items:</p> <ul style="list-style-type: none"> <li>i. Dissemination of information to the Commission members and third parties,</li> <li>ii. Claim settlement and reports</li> <li>iii. Proposal or methodology on dealing with claims from undeclared members and unreported cases</li> <li>iv. Fraud reporting mechanism and mitigation</li> <li>v. How to deal with over payments or underpayments</li> </ul>		
3.	Declaration and Undertaking by the Underwriter on timelines of claim processing, settlement or actual payment of claims for Group Life.		
4.	Provide a list of all documents required to settle a claim.		
5.	The bidder shall advice the Commission on payable and non-payable claims immediately the same arises within 14 days.		
6.	The bidder shall appoint and disclose/attach the details of its Contact person/s or agent/s (at its own cost) who will liaise with TSC staff on a continuous basis relating to the daily operations of the cover.		
7.	The bidder shall declare and undertake to sensitize the Commissioners and Secretariat staff on their Group Life Assurance benefits both at the TSC Headquarters and County offices the cost of the premium.		
8.	The bidder to provide a signed and stamp commitment declaration and undertaking that the provisions of Group Life Assurance Cover benefits for Commissioners and the Secretariat Staff shall be provided within the terms and conditions of tender document, bid document and other related legal provisions.		
9.	The bidder shall provide detailed and clearly tabulated benefits with each sub limits clearly indicated in bold or color of all exclusions and any other expected limits other than the concessions/wider coverage.		

ITT	Particulars of appendix to instructions to tenderers		
	<p><b>Only Tenderers who have responded with “YES” in all the questions/requirements will be considered to move to the Financial stage. However, bidders with “NO” to any of the questions/requirements shall be eliminated and will not move to Financial stage.</b></p> <p><i>Bidders who passed both Technical Evaluation I and II shall be considered for Financial Evaluation.</i></p>		
	<p><b>FINANCIAL EVALUATION</b></p> <p><b>Bidders shall be financially evaluated based on the following:</b></p> <ul style="list-style-type: none"> <li>a) Form of Tender is fully filled, signed and stamp</li> <li>b) There is no discrepancy between the amount in Figures and Words</li> <li>c) The Price Schedule is filled, signed and stamp with the total contract price</li> <li>d) There is no discrepancy between the amount in Figures and Words</li> <li>e) The Total Price in the Price Schedule has been transferred to the Form of Tender. Any discrepancy between Price Schedule and Form of Tender shall lead to automatic disqualification.</li> <li>f) The tender will be awarded to the lowest evaluated responsive bidder who <b>meets all above requirements, passed both Technical Evaluation stages I &amp; II and</b> is determined to be qualified to perform the contract satisfactorily.</li> </ul>		
2.24	TSC may 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 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**

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## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1. Definitions**

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

- (a) “The Contract” means the agreement entered into between 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**

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

3.82. 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	<p>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 the performance security of 10% of the contract sum in form of a bank guarantee from a reputable bank or financial institution regulated by Central Bank of Kenya.</p> <p><b><i>No contract shall be signed by both parties before submission of Performance Security.</i></b></p> <p>The performance security will be discharged by the Commission and returned to the successful bidder not later than thirty (30) days after the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.</p>
3.8	<p>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.</p>
3.9	<p>Contract price variations shall not be allowed/accepted within the contract duration – one (1) year</p>
3.14	<p>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.</p> <p>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.</p>
3.15	<p>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</p>
3.16	<p>The contract shall be interpreted in accordance with the laws of Kenya</p>
3.11	<p><b>Termination for Default</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>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.</li> <li>(b) If the Contractor fails to perform any other obligation(s) under the Contract</li> <li>(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.</li> </ul> <p>The termination notice shall be thirty (30) days from the effective date of termination.</p>

3.12	<p><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</p>
3.13	<p><b>Termination for Convenience</b>  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. 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>  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>  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>  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  A notice shall be effective when delivered or on the notices effective date, whichever is later.</p>



## SECTION V - SCHEDULE OF REQUIREMENTS

### 1. SCOPE OF COVER AND BENEFITS ADMINISTRATION

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

- i. The policy should have a 24-hour worldwide coverage for employees payable upon death arising from **all causes** (i.e. accidental and illness related deaths).
- ii. The policy should provide for a lump sum payment of not less than 3 years' salary in the event of death or permanent total disability of a member during the contract period.
- iii. The bidder must stipulate the funeral/last expenses for employee, spouse and children (NB: This is a separate stand-alone benefit from the Death Benefit): -
  - *Employee* (Kshs 200,000.00)
  - *Spouse* (Kshs 100,000.00)
  - *Children* (Kshs 50,000.00)
- iv. Critical illness cover Must cover the following: - Heart attack, Heart Valve Replacement, Stroke, Cancer, Coronary Artery Disease, Major organ transplant, Kidney Failure, Coma, Multiple Sclerosis, Blindness, Deafness, Muteness, Major Burns, Benign Brain Tumor, and Paraplegia or Paralysis.
- v. Payroll staff data required to be submitted by TSC before cover commences, the format of table columns to be clearly indicated.
- vi. Bidder to specify settlement period of Funeral Expenses and Death Claims.
- vii. Must stipulate the documents to be submitted by TSC for both death and funeral claims settlement and waiting period before payment.
- viii. The bidder must indicate the Exclusions of Cover if any.
- ix. There should be no waiting period for new members.
- x. The winning bidder must provide a contact person (at its own cost) for the purposes of administration of the scheme, i.e. collection of documents and delivery of cheques at the TSC Headquarters.

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

<b>COVER DETAILS</b>	
<b>POLICY</b>	Commissioners and Staff Group Life Assurance Cover with the <b>Last Expense and Critical Illness Rider.</b>
<b>PERIOD</b>	1 Year (12) from the date of contract signing.
<b>SCOPE OF COVER</b>	Provides compensation to employees and or their dependants in the event of death from whatever cause and or accidental injury or occupational illness.
<b>INTEREST/SUM INSURED MANDATORY (THESE ARE THE BASIC MINIMUM AND MUST BE MET IN FULL)</b>	<b><u>Benefits</u></b>
	<ul style="list-style-type: none"> <li>• Death in service benefit – 3 years basic salary</li> </ul>
	<ul style="list-style-type: none"> <li>• Permanent Total Disability- 3 years basic salary</li> </ul>
	<ul style="list-style-type: none"> <li>• Last expense cover (Stand-alone)                             <ul style="list-style-type: none"> <li>- <i>Employee (Not Less Than Kshs 200,000.00)</i></li> <li>- <i>Spouse (Not Less Than Kshs 100,000.00)</i></li> <li>- <i>Children (Not Less Than Kshs 50,000.00)</i></li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>• Free Cover Limit of Minimum Kshs.10,000,000</li> </ul>
	<ul style="list-style-type: none"> <li>• Critical illness rider at 30% of death in service benefit</li> <li>• No Waiting shall apply for Critical Illness</li> </ul>
<b>EXCESS</b>	NIL
<b>CANCELLATION NOTICE</b>	Sixty (60) Days
<b>EXTENSIVE CLAUSES</b>	1. Accumulation limit – Kshs. 150,000,000/=
	2. Age limit: At entry Staff 18-75years
	3. Spouses-18-75
	4. Children 18-25(proof of education)
	5. Disappearance
	6. Worldwide cover
	7. Hijack
	8. Automatic additions/deletions
	9. Riot, strike and civil commotion
	10. 24-hour cover duty or pleasure
	11. Including aviation risks
	12. Participatory Political risks
	13. Covid-19
<b>ADDITIONAL REMARKS</b>	

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

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

<b>Population:</b>	The cover will be for <b>2,978 employees</b> of TSC. TSC will avail a list of its employees together with their current salaries to the successful bidder.
<b>Benefit Payable on death:</b>	1. During the period of cover, existing employees of TSC Secretariat and TSC Commissioners will be covered based on (3) times annual basic salary.
<b>Last Expense:</b>	2. A separate stand-alone last expense benefit of not less than <b>200,000.00 for the Principal Member, Kshs. 100,000 for the spouse, Kshs. 50,000 for the children</b> shall be included alongside Group Life Cover. The Last Expense amount policy shall be paid within 48 hours upon notification of demise of a covered member.
<b>Other Payable</b>	Bidder should also specify all other benefits payable under their policy.
<b>Benefits:</b>	
<b>Beneficiary Nomination</b>	Each member of TSC Staff will nominate one or more beneficiaries. The benefit must be payable through TSC within two weeks on submission of the original death certificate or death notification.
<b>Duration/Renewal:</b>	The Scheme will run for a period of twelve (12) months. The cover will cease immediately an employee leaves the service of TSC. It will also cease if TSC terminates the contract with the Insurer due to the reason of non-performance on the part of the insurer. The Scheme may be considered for Renewal based on the terms and condition of the existing contract only the Commission is satisfied that the firm has provided sterling performance during the contract period.
<b>Monthly Basic Salary:</b>	The monthly basic salary for <b>2,978</b> TSC employees is Kshs <b>287,357,026.60 as</b> per January, 2021 payroll. Each member of the TSC Commissioners and Secretariat Staff will nominate one or more beneficiaries in the event of death.

#### **4.1.5.3 SENSITIZATION OF MEMBERS**

The Bidder shall sensitize all Commissioner and Secretariat staff on the Group Life Assurance Cover Benefits. The Sensitization will be undertaken both at the TSC Head Quarters and all 47 TSC County offices within the first 2 Months upon award and commencement of the Contract. The exercise shall take a period of not more than 10 weeks. The bidder shall provide a tentative sensitization program during bid submission. The successful bidder shall submit evidence of sensitization both at the Headquarter and the 47 counties. The cost of sensitization is must be included in the premium and TSC will not pay additional money for sensitization.

### **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/43/2020-2021 (RE-ADVERTISED)

**Tender Name: *Provision of Group Life Assurance Cover for TSC Commissioners and Secretariat staff***

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/43/2020-2021 (RE-ADVERTISED)**

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

**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.

<b>Insurance Cover</b>	<b>Premium (Kshs.)</b>
Provision of Group Life Assurance Cover for 12 months inclusive of training fee	
Add applicable Taxes	
<b>TOTAL CONTRACT PRICE (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]*

WHEREAS ..... *[name of tenderer]*  
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_  
\_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ 20 \_\_\_\_\_  
to supply .....  
*[description of insurance services]* (Hereinafter called “the Contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
*[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of ..... *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signature and seal of the Guarantors

\_\_\_\_\_  
*[Name of bank of financial institution]*

\_\_\_\_\_  
*[Address]*

\_\_\_\_\_  
*[Date]*

*(Amend accordingly if provided by Insurance Company)*

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**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...

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on  
..... day of .....20.....

SIGNED  
Board Secretary