

TEACHERS SERVICE COMMISSION



INVITATION TO OPEN NATIONAL TENDER

PROVISION OF ADMINISTRATION SERVICES FOR WORK
INJURY BENEFITS COVER FOR TEACHERS
UNDER TWO (2) YEARS FRAMEWORK CONTRACT
TSC/T/049/2020-2021

INSURANCE BROKERS ONLY

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

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

DATE OF OPENING: THURSDAY 8TH APRIL, 2021 AT 9.00 A.M.

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PROVISION OF ADMINISTRATION SERVICES FOR WORK INJURY BENEFIT COVER FOR TEACHERS - TSC/T/049/2020-2021

- 1.1 The Teachers Service Commission invites sealed tenders from eligible candidates for the **PROVISION OF ADMINISTRATION SERVICES FOR WORK INJURY BENEFITS FOR TEACHERS** for a period of Two years as stated in the Appendix of Instructions to Tenderers and in The Special Conditions.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Teachers Service Commission House Kilimanjaro Road Upper Hill, 2nd Floor Podium Wing during normal working hours.
- 1.3 Tenders must be accompanied by a Tender Security of **Kshs. 100,000** in form of Bank guarantee from a reputable bank or from an insurance company approved by PPRA (formerly PPOA), payable to the Commission Secretary, Teachers Service Commission. Self-issued Tender Securities will not be accepted. The tender security must be valid for 150 days from the date of tender opening. *The Teachers Service Commission shall seek confidential information on all tender securities issued by tenderers to confirm their authenticity and validity.*
- 1.4 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kshs. 1,000.00 Payable to **Teachers Service Commission** at National Bank of Kenya **Account No. 01001000905000, Harambee Avenue** Branch or Bankers Cheque and present the bank slip to TSC Cash office for official receipt. The document may be downloaded free of charge from the following website: www.tsc.go.ke. Or www.tenders.go.ke.
- 1.5 Prices quoted should be net inclusive of all Government Taxes, Training costs and must be in Kenya Shillings and shall remain valid for 365 days from the closing date of the tender.
- 1.6 Completed tender documents marked **PROVISION OF ADMINISTRATION SERVICES FOR WORK INJURY BENEFIT FOR TEACHERS: TSC/T/049/2020-2021** must be enclosed in plain sealed envelope, marked with the tender number and tender name and be deposited in the tender box at the TSC House, Podium wing, 3rd floor, or be addressed and posted to The Secretary, Teachers Service Commission, Private Bag - 00100, Nairobi to be received on or before **Thursday, 8TH APRIL, 2021 at 9:00 a m.**
- 1.7 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at Teachers Service Commission House, 3rd Floor Podium.
- 1.8 All the clarifications and/or addendums will be posted on TSC Website. Any request for clarifications will be sent to: ddprocurement@tsc.go.ke
- 1.9 Any addendums issued by Teachers Service Commission Must form part of the Tender Document

DR. NANCY NJERI MACHARIA, CBS
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) Form of Tender
 - (vi) Price Schedules
 - (vii) Contract Form
 - (viii) Confidential Business Questionnaire Form
 - (ix) Tender security Form
 - (x) Performance security Form
 - (xi) Declaration Form
 - (xii) 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 its tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the 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 *Thursday 8th April, 2021 at 9.00am*.
- 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 *Thursday 8th April, 2021 at 9.00 am*
- 2.16.2
- 2.16.3 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.
- 2.16.4 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**
- 2.16.5** The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, *Thursday 8th April, 2021 at 9.00 am, Third Floor, Podium wing*. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.2 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 (ITT)

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

ITT	Particulars of appendix to instructions to tenderers
2.1.	Eligible Tenderers Particulars of eligible tenderers: Insurance Brokers Licensed by the Insurance Regulatory Authority to provide Work Injury benefits Accident (WIBA) cover.
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 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 or www.tenders.go.ke
2.3	Contents of Tender Document 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. <ul style="list-style-type: none">a. Instructions to Tenderersb. General Conditions of Contractc. Special Conditions of Contractd. Schedule of Requirementse. Details of Insurance Coverf. Form of Tenderg. Price Schedulesh. Contract Formi. Confidential Business Questionnaire Formj. Tender security Formk. Performance security Forml. Declaration Formm. Request for Review Form 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.
2.4	Clarification of Tender Documents
2.4.1	A Candidate making inquiries on the tender document may notify the Commission by email address: ddprocurement@tsc.go.ke 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.

ITT	Particulars of appendix to instructions to tenderers
2.4.2	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.
2.4.3	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.
	There shall not be Preference allowed in the evaluation of tenders
2.7.0	Documents Comprising the Tender
2.7.1	All bidders applying for this tender shall fill, sign and stamp the following attached mandatory forms in the formats provided: <ul style="list-style-type: none"> a) Form of Tender b) Price Schedule c) Confidential Business Questionnaire d) Integrity Declaration form e) Non-debarment form.
2.5.0	Amendment of Tender Documents
2.5.1	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.
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 Kshs. 100,000.00 (One Hundred Thousand ONLY) from a reputable bank or from an insurance company approved by PPRA (formerly PPOA), payable to the Commission Secretary, Teachers Service Commission. The tender security must be valid for 150 days from the date of tender opening. Self-issued Tender Securities will not be accepted.
2.12.9	The tender security may be forfeited: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> to sign the contract in accordance with paragraph 2.29 or To furnish performance security in accordance to the instructions in the SCC (c) There shall not be correction of an arithmetic error in the tender. The bid prices read during the opening shall be final and absolute.
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

ITT	Particulars of appendix to instructions to tenderers
	“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/049/2020-2021) and tender name (PROVISION OF ADMINISTRATION SERVICES FOR WORK INJURY BENEFITS FOR TEACHERS) and be deposited in the tender box provided at the TSC House, Podium wing, 3 rd floor, or be addressed and posted to The Secretary, Teachers Service Commission, Private Bag – 00100, Nairobi to be received on or before, Thursday 8th April, 2021 AT 9.00 AM.
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 nd Floor Podium wing
2.17 2.17.1	Modification and Withdrawal of Tenders 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 2.22.1 2.22.3	Evaluation and Comparison of Tenders The Commission shall evaluate and compare the tenders which have been determined to be substantially responsive based on the set evaluation criterion only. The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
2.23 2.23.1 2.23.2	Contacting the Procuring entity 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. 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 2.24.1 2.24.2 2.24.3	Post-qualification 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. 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 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	Award Criteria 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.

ITT	Particulars of appendix to instructions to tenderers
2.25.2	<p>To qualify for contract awards, the tenderer shall have the following: -</p> <p>(a) Necessary qualifications, both technical and financial capability, experience in offering similar service, and facilities to provide the service.</p> <p>(b) Legal capacity to enter into a contract for procurement</p> <p>(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.</p> <p>(d) The tenderer shall not be debarred from participating in public procurement.</p> <p>(e) The tenderer has met all the tender requirements as outlined in this tender document particularly the mandatory requirements, technical requirements and financial requirements.</p>
2.26 2.26.1	<p>Procuring entity's Right to accept or Reject any or all Tenders</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>Notification of Award</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>Signing of Contract</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>Corrupt or Fraudulent Practices</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>
	<p>ADMINISTRATION OF WIBA</p> <p>a) The bidder shall assess and adjudicate all incoming claims for Teachers for a period of Two years (2) years.</p>

2.20.1(a) **The bidder must meet all mandatory requirements in order to proceed to technical evaluation phase.**

The Mandatory Evaluation Criteria

No.	Documents/ Evidence to be Submitted/ Requirement	Responsive or Not Responsive
1.	Must attach valid copy of Registration/Incorporation Certificate.	
2.	Must attach copy of Valid Tax Compliance Certificate.	
3.	Must attach copy of valid Brokers Registration Certificate by IRA <i>(TSC to confirm with IRA)</i> .	
4.	Dully filled, signed and stamped Confidential Business Questionnaire.	
5.	Must fill, sign and stamp the Non-Debarment Declaration Form in the format provided.	
6.	Must fill, sign and stamp Integrity Declaration Form in the format provided.	
7.	Must Fill, sign and stamp the Form of Tender in the format provided. The tender sum amount in words must tally with the amount in figures. Overwriting or Cancellations on the Form of Tender or Price Schedule may lead to disqualification	
8.	Must Fill, sign, and stamp the Price Schedule in the format provided. Total Price in the price schedule submitted must tally with the total contract sum in the form of tender	
9.	Must submit copies of Audited accounts for one year (2019) signed by a recognized audited firm by ICPAK	
10.	Must attach a copy of CR 12, from Registrar of Companies	
11.	Must provide Bid Security of Ksh.100,000 in form of Bank Guarantee or approved insurance firms approved by Public Procurement Regulatory Authority.	
12.	Must attach a copy of professional indemnity cover of at least 10 million from the CBK	
13.	Total Price in the price schedule submitted must tally with the total contract sum in the form of tender	
14.	Must attach valid Business Permit from county government	
15.	Must attach current (2021) membership certificate from the Association of Insurance Brokers of Kenya (AIBK)	

BIDDERS MUST MEET THE MANDATORY CRITERIA IN ORDER TO PROCEED TO TECHNICAL EVALUATION. ALL BIDDERS WHO DO NOT MEET ALL THE MANDATORY REQUIREMENTS SHALL BE CONSIDERED NON-RESPONSIVE AND WILL BE ELIMINATED.

EVALUATION OF TENDERS: TECHNICAL EVALUATION –				
S/No.	Documents to be Submitted/ Requirement	Max. Marks	Actual Score	
2.22	TEC 1	FIRMS EXPERIENCE IN SIMILAR ASSIGNMENTS		
		a) Must provide at least five corporate clients served in the last three (2018, 2019, 2020) years in performing similar service for the provision of ADMINISTRATION SERVICES FOR WORK INJURY BENEFITS Attach recommendation letters of exemplary performance or copies of the valid contract. Each firm @ 2 marks	10	
		b) Provide two evidence of administering at least 500,000 lives under the WIBA ADMINISTRATION SERVICES. Each @ 5 marks	10	
		c) Must be in similar business for at least five (5) years and above @ 1 marks	5	
		c) Evidence of Firms capacity and capability to conduct due diligence/investigations on claims @ 5	5	
		(Provide a registration certificate for investigation issued by a government body @ 5 marks OR Provide a list and contract agreement with at least five (5) investigative registered firms by a government body) @ 1 marks	5	
		d) Evidence of at least 10 Firms registered under panel of providers for second (2 nd) opinions in at least the eight former provinces across the country. <i>(Attach a valid copy of contract from each firm).</i>	10	
		e) Must provide a detailed concept paper with not more than two (2) pages on Methodological Operations on the Administration Services for WIBA	5	
		f) Must provide a clear methodology and road map/work plan for assessment and review of old or pending claims in the custody of TSC	5	
	TECH 2	QUALIFICATION AND EXPERIENCE OF KEY PERSONNEL		
	Attach CVs and copies of professional/academic certificates, recommendation letters a) Senior Manager/Supervisor Ten years' Management experience with five years' specific experience in Insurance industry in a senior position.	2		

	Must also have Degree in related Business Management with a bias of Loss Adjustment/Actuarial Science or its equivalent	2	
	Must be Professional member of Insurance Institute of Kenya, with five years' specific experience insurance.	2	
	b) Technical Staff Must have 2 Technical staff with Diploma and above in the area of Insurance Valuation from College of Insurance or its equivalent. Each @ 2 marks	4	
	Must have at least two (2) technical staff with a Diploma in Loss Assessment from College of Insurance, or its equivalent Each @ 2 marks	4	
	Must have at least two (2) technical staff with a Diploma in Loss Adjustment from College of Insurance or its equivalent Each @ 2 marks (provide CVs and certificates as evidence)	4	
TEC 3	FINANCIAL CAPABILITIES		
	a) Average Net assets for years 2019 for the firm/ i) Below Kshs. 150 Million: 0 marks ii) Above Kshs. 150M - 500 Million: 4 marks iii) Above Kshs. 500 – 1Billion above: 8marks iv) Above Kshs 1Billion 10 marks (Where $Net\ assets = Total\ Assets - Total\ Liabilities$)	10	
	b) Average Gross premiums/fund managed for the years 2019 for the firm. a. Below Kshs. 500 Million: 0 marks b. Above Kshs. 500M - 1 Billion: 3 marks c. Above Kshs 1Billion - Kshs 5 Billion: 5 marks	5	
	c) Profit before tax for the years 2019 for the firm: i. Below Kshs. 150 Million: 0 marks ii. Above Kshs. 150M - 500 Million: 3 marks iii. Above Kshs. 500 5marks	5	
TEC 5	Information Technology System Evidence of an installed IT system that provides accurate and up to date information on the administration of the scheme	2	
	TOTAL MARKS:	100	

THE MINIMUM TECHNICAL SCORE TO PROCEED TO FINANCIAL EVALUATION IS 70% AND ONLY TENDERERS THAT SECURE THE MINIMUM TECHNICAL SCORE WILL BE FINANCIALLY EVALUATED. BIDDERS WHO OBTAIN MARKS BELOW THIS MARK WILL BE DISQUALIFIED FROM FURTHER EVALUATION

NB: THE TENDERER TO PROVIDE CONTACT DETAILS OF AT LEAST THE THREE CLIENTS LISTED ABOVE IN TEC 1 FOR THE PURPOSE OF DUE DILIGENCE

Table A

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

2.24 Particulars of post – qualification if applicable. **TSC may request for a confidential report or demand to be provided with any document/statement or confirmation that the bidder has provided or stated as evidence of having undertaken the Administration of WIBA Services prior to the award. If TSC gets contrary opinion, then the Commission will pick the 2nd lowest bidder and conduct the same process as indicated above.**

Financial Stage

The responsive bidder(s) will be considered for Financial Evaluation. At this stage, bidders who have passed technical will be checked against:

- a) **Arithmetical Errors:** A bidder whose bid will have arithmetical errors shall be disqualified
- b) **Tender Security:** Tenderers must attach tender security of Kshs. 100,000 in the form of Bankers Cheque or bid bond from a recognized bank/insurance
- c) **Price schedule** is fully filled, signed and stamped as indicated in the instruction to tenderers.
- d) **Form of tender** is correctly filled, signed and stamped with total contract sum both in figures and word and correspond to the total amount in the price schedule.

	<p>e) Any discrepancy between the Price Schedule and Form of Tender will lead disqualification.</p> <p>f) Audited Financial Reports: Completeness of the financial reports</p> <p>Due diligence/ Post-qualification Teachers Service Commission may conduct due diligence on the lowest evaluated bidder prior to the Award as per the Public Procurement and Assets Disposal Act, 2015. The Commission will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated bid is responsive and qualified to perform the contract satisfactorily.</p>
	<p>Award Criteria: Teachers Service Commission (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 BIDDER, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily</p>
2.27	Particulars of performance security if applicable: 10% of the contract sum inform of a Bank Guarantee only

Bidders must sign and stamp here below, failure to do so will lead to disqualification:

NAME OF THE BIDDER: _____

SIGNATURE: _____

STAMP/SEAL: _____

Failure to abide by all the above requirements shall lead to disqualification

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 twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.
- 3.7. Delivery of services and Documents**
- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract
- 3.8. Payment**
- 3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.8.2. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor
- 3.9. Prices**
- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10. Assignment

- 3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

3.11. Termination for Default

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

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

- 3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un- delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

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

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

3.14 Resolution of Disputes

3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.6	<p>Within thirty (30) 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><i>No contract shall be signed before submission of Performance Security</i></p>
3.6.7	<p>The performance security will be discharged by the Commission 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.</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> <p><i>The Commission shall only pay for the services if the successful bidder has fully completed and submitted to the Commission at least 90% of cases filed for action. Payments shall be done quarterly based on the number of the completed cases.</i></p>
3.9	<p>Contract price variations shall not be allowed/accepted within the contract duration. Bidders are advised to quote for both year 1 and year 2.</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>
3.15	<p>If both parties fail to resolve the dispute after thirty (30) days from the commencement date of such informal negotiations, either party may refer matter to the Dispute Arbitration of Kenya or Kenya Court of Law.</p>
3.16	<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>
3.17	<p>The contract shall be interpreted in accordance with the laws of Kenya</p>
3.11	<p>Termination for Default</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"> a) If the Contractor fails to provide any or all of the services within the period(s) thirty (30) days, or within any extension thereof granted by the Commission. (b) If the Contractor fails to perform any other obligation(s) under the Contract

	<p>(c) If the Contractor in the judgment of the Commission has engaged in corrupt or fraudulent practices in competing for or in executing the contract. The termination notice shall be thirty (30)days from the effective date of termination.</p>
3.12	<p>Termination for Insolvency 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>Termination for Convenience 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>Assignment 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>Force Majeure 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>Notices 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>
3.19	<p>Indicate addresses of both parties. Client: The Secretary, Teachers Service Commission, Private Bag - 00100, Nairobi. Tel: 020-2892000. E-mail: info@tsc.go.ke</p>

SECTION V - SCHEDULE OF REQUIREMENTS DUTIES AND RESPONSIBILITIES OF THE ADMINISTRATOR

The administrator will;

- ✓ Assess all work injury benefits claims lodged at the Commission, show due diligence and advice appropriately.
- ✓ Ascertain the legibility of individual claims.
- ✓ Investigate WIBA claims.
- ✓ Refer claimant for re-assessment to a panel of doctors appointed by the administrator where the assessment does not meet the criteria set as per the WIBA Act 2007.
- ✓ Coordinate with Medical Service Providers and Hospital Administrators while investigating and authenticating treatment related to injury for the claimants.
- ✓ Advise the funds custodian (TSC) on amounts payable for compensation as a result of bodily injury and occupational illness.
- ✓ The bidder shall assess and adjudicate all incoming claims for Teachers for a period of **Two (2) years**.

ASSESSMENT AND ADJUDICATION OF ALL THE PENDING CLAIMS

- ✓ Undertake the investigation, assessment and adjudication of the pending WIBA Claims in the Commission and advice on the amount payables.

N/B The pending WIBA claims award ex- fall outside the contract period.

DURATION OF THE CONTRACT

The Successful bidder shall enter into Two year (2) framework contract. However, renewal of the second year shall be based on the following conditions.

- a) satisfactory performance.
- b) Availability of Funds
- c) Existing Legal provisions

TERMS OF REFERENCE

Teachers Service Commission “TSC” intends to appoint Work Injury Benefit Act (WIBA) Administrator to provide professional service in management of claims arising out of occupational illness and injuries sustained by its in line of duty.

The policy will indemnify demise of an employee as a result of accidental death or liability under the Work Injury Benefit Act (WIBA) 2007 in respect of bodily injury.

Population: The cover will be for Teachers in employment and service of TSC.
The current population of teachers **333,438 as at February,2021.**

Benefits Payable

1) On Fatal Accident: WIBA (Work Injury Benefit Act)

During the period of cover, existing TSC Teachers and any additional teacher joining TSC will be covered.

Benefits to be provided as per the provisions of the WIBA Act (2007).

2) On bodily injury: As provided for in the Act on occupational diseases.

3) On Occupation Illness: As provided in the Act.

4) Beneficiary Nomination: Each member of TSC will nominate one or more Beneficiaries as recipients in the event of death.

5) Duration/Renewal: The Administration Service will run for twenty-four (24) months however renewal for second year shall be based on satisfactory performance, availability of funds and existing legal provision.

TSC would appoint an administrator who would coordinate WIBA administration scheme for claims verification and for monitoring and evaluation purposes.

The administrator would be expected to demonstrate the capacity to appoint a countrywide panel of medical service providers to assess the degree of injuries to determine levels of compensation by TSC.

The following requirements must be complied with by the successful administrator: -

- Must have a countrywide panel of health care service providers/facilities spread countrywide up-to and including every County and Sub- county for assessment of WIBA claims.
- Detailed Methodology/operational plan on how to administer the scheme Nationwide.
- Evidence of experience in administration of Work Injury Benefits (WIBA) including recommendation from five (5) major clients in the last three years.
- Evidence of an ICT system that provides timely, accurate and efficient information on the administration of the scheme.
- Elaborate on the capacity for fraud detection, prevention and mitigation.
- Provide claims management model and process.
- Benefit coordination capabilities.
- Demonstrate capability in managing employer schemes with population of over 500,000 employees.
- Provide evidence of firm's capability by way of Technical Expertise of key personnel who hold qualifications of Loss Assessment, insurance Valuation and Adjustment.

1. Role/Purpose

The successful administrator should structure the administrative function and provide linkages with the Commissions Human Resource Department on the implementation and roll out of the function.

The administrator will provide strategic direction and leadership to ensure the preservation of work injury benefits utilized by employees due to occupational injury or Illness cases.

2. Membership

The membership to be administered will comprise of all Teachers employed by the TSC.

3. Roles and Responsibilities

The roles & responsibilities may include:

- Having periodic meetings with TSC for status updates
- Provision of monthly reports and status of WIBA cases
- Adjudicate and advice TSC on compensation against legal liabilities under the Work Injury Benefits Act 2007 and subsequent amendments in respect of assessment and award of bodily injury or death by accident or occupational illness caused to the employees, provided those categories of employees covered by Work Injury Benefit Act shall only be covered in course of their employment.
- Adjudicate and advice TSC on compensation for accidental death or injury sustained by the employees in accordance with the requirements under the act
- Adjudicate and advice TSC on compensation for accidental permanent disability (PTD).
- Adjudicate and advice TSC on Temporary total disability based on actual weekly earnings up to 48 weeks.
- Assess and advice TSC on the benefits accruing to employees in tandem with the WIBA Act.

SECTION VI - STANDARD FORMS

Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

PRICE SCHEDULE FORM

TEACHERS SERVICE COMMISSION

**PROVISION OF ADMINISTRATION SERVICES FOR WORK INJURY BENEFITS
COVER FOR TEACHERS – TSC/T/049/2020-2021**

ITEM NO.	DESCRIPTION	QUARTERLY PAYMENT	TOTAL COST FOR YEAR 1 VAT INCL.	TOTAL COST FOR YEAR 2 VAT INCL.	TOTAL CONTRACT FEE FOR Y1 & Y2 VAT INCL.
1.	ADMINISTRATION FEE FOR (TEACHERS) TWO YEARS FRAMEWOR CONTRACT				
2.	ADMINISTRATION FEE FOR 126 PENDING CASES			NIL	
	TOTAL CONTRACT FEE (VAT Inclusive.) The total figure should be transferred to the Form of Tender in words and figures				

Name of Tenderer.....

Date

Sign and Stamp.....

Form of Tender

To: _____
Name and address of procuring entity

Date _____
Tender No. _____
Tender Name _____

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of:

..... [Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of [number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

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

Dated this _____ day of _____ 2021

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Contract Form

THIS AGREEMENT made the _____ day of _____ 20_____ between [name of Procurement entity] of [country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS: -

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

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

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

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2 (c)

Which ever applies to your type of business

You are advised that it is a serious offence to give false information on this Form.

Part _____ General:

Business Name

Location of business premises

Plot No.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 bankersBranch

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

INTEGRITY DECLARATION

I/We/Messrs..... of
Street/avenue, Building, P. O. BoxCode, of (town),
..... (Nationality), Phone E-mail declare that Public
Procurement is based on a free and fair competitive tendering process which should not
be open to abuse.

I/We
declare that I/We will not offer or facilitate, directly or indirectly, any inducement or
reward to any public officer, their relations or business associates, pursuant to Section
62 of the Public Procurement & Asset Disposal Act, 2015, in connection with

Tender name:

Tender No.

For/or in the subsequent performance of the contract if I/We am/are successful.

Dated this day of 20.....

Authorized Signature..... Official Stamp
.....

Name and Title of
Signatory.....

NON-DEBARMENT STATEMENT

I/We/Messrs..... of
Street/avenue, Building, P. O. BoxCode, of (town),
..... (Nationality), Phone E-mail declare that I/We
/Messrs are not debarred from participating in
public procurement by the Public Procurement Oversight Authority pursuant to
pursuant to Section 62 of the Public Procurement & Asset Disposal Act, 2015

Dated this day of 20.....

Authorized Signature..... Official Stamp

.....

Name **and** **Title** **of**
Signatory.....

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender
No.....of20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary