

COUNTY ASSEMBLY OF KILIFI



TENDER DOCUMENT
TENDER NO. CAK/035/2019-2020
PROVISION OF GENERAL INSURANCE COVER.

MARCH 2020

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INTRODUCTION

This standard tender document for procurement of insurance services has been prepared for use by public entities in Kenya in the procurement of all types of insurance covers as per the Public Procurement and Disposal Act 2015.

The following general directions should be observed when using the document;

- (a) Specific details should be furnished in the invitation to tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
- (b) The instructions to tenderers and the General conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and appendix to instructions to tenderers respectively.
 - (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.
- (c) The invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following an invitation for expression of interest for which the invitation is issued.

The cover of the tender document should be modified to include:

- I. Tender number.
- II. Tender name.
- III. Name of County assembly of Kilifi.

SECTION I - INVITATION FOR TENDERS

TENDER REF. NO (CAK/035/2019-2020)

TENDER NAME Provision of General Insurance cover services

The (*County Assembly of Kilifi*) invites sealed tenders from eligible candidates for the above subject matter.

Interested eligible candidates may obtain information from and inspect the tender documents at (*County Assembly of Kilifi office, Situated in Malindi Town*) during normal office working hours.

A complete set of tender documents may be obtained by interested candidates by downloading from the County Assembly website <http://www.kilifiassembly.go.ke> free of charge.

Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box within the County assembly premises or be addressed to (*County Assembly of Kilifi P.O. Box 332 Malindi*) so as to be received on or before (*Wednesday, 25th March 2020*)

Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at the county assembly hall.

SIGNED FOR:

The Clerk, County Assembly of Kilifi.

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

Eligible Tenderers

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.

The County assembly of Kilifi 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.

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 County assembly of Kilifi 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.

Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the County assembly of Kilifi, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process

The County assembly of Kilifi shall allow the tenderer to review the tender document free of charge before purchase.

Contents of Tender Document

The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

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.

Clarification of Tender Documents

A Candidate making inquiries of the tender documents may notify the County assembly of Kilifi by post, fax or by email at the County assembly of Kilifi's address indicated in the Invitation for tenders. The County assembly of Kilifi 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 County assembly of Kilifi. 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.

The County assembly of Kilifi 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.

Preference where allowed in the evaluation of tenders shall not exceed 15%

Amendment of Tender Documents

At any time prior to the deadline for submission of tenders, the County assembly of Kilifi, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

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.

In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the County assembly of Kilifi, at its discretion, may extend the deadline for the submission of tenders.

Language of Tenders

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the County assembly of Kilifi, 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.

Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 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.

Form of Tender

The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

Tender Prices

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.

Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

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

Tender Currencies

Prices shall be quoted in Kenya Shillings

Tenderer's Eligibility and Qualifications

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.

The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the County assembly of Kilifi's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

Tender Security

The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderer's.

The tender security shall not exceed 2 per cent of the tender price.

The tender security is required to protect the County assembly of Kilifi against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

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

- a) A bank guarantee.
- b) Such insurance guarantee approved by PPRA.

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

Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

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

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.

Validity of Tenders

Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the County assembly of Kilifi as non-responsive.

In exceptional circumstances, the County assembly of Kilifi 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.

Format and Signing of Tenders

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.

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.

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.

Sealing and Marking of Tenders

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.

The inner and outer envelopes shall:

- (a) be addressed to the County assembly of Kilifi 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, 25th March, 2020)

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”.

If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the County assembly of Kilifi will assume no responsibility for the tender’s misplacement or premature opening.

Deadline for Submission of Tenders

Tenders must be received by the County assembly of Kilifi at the address specified under paragraph 2.15.2 not later than (WEDNESDAY, 25th March 2020).

The County assembly of Kilifi 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 County assembly of Kilifi and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

Bulky tenders which will not fit the tender box shall be received by the County assembly of Kilifi as provided for in the appendix.

Modification and Withdrawal of Tenders

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 County assembly of Kilifi prior to the deadline prescribed for submission of tenders.

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.

No tender may be modified after the deadline for submission of tenders.

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.

Opening of Tenders

The County assembly of Kilifi will open all tenders in the presence of tenderers' representatives who choose to attend, at (Wednesday, 25th March 2020) and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

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 County assembly of Kilifi, at its discretion, may consider appropriate, will be announced at the opening.

The County assembly of Kilifi 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.

Clarification of Tenders

To assist in the examination, evaluation and comparison of tenders the County assembly of Kilifi 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.

Any effort by the tenderer to influence the County assembly of Kilifi in the County assembly of Kilifi's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

Preliminary Examination and Responsiveness

The County assembly of Kilifi 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.

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

The County assembly of Kilifi 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.

Prior to the detailed evaluation, pursuant to paragraph 2.20, the County assembly of Kilifi 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 County assembly of Kilifi's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

If a tender is not substantially responsive, it will be rejected by the County assembly of Kilifi and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

Conversion to single currency

Where other currencies are used, the County assembly of Kilifi 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.

Evaluation and Comparison of Tenders

The County assembly of Kilifi will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

The County assembly of Kilifi 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;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract

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

- (a) Operational Plan
 - (i) The County assembly of Kilifi 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 County assembly of Kilifi'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 County assembly of Kilifi may consider the alternative payment schedule offered by the selected tenderer.

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

Contacting the County assembly of Kilifi

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

Any effort by a tenderer to influence the County assembly of Kilifi in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

Post-qualification

The County assembly of Kilifi 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.

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 County assembly of Kilifi 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 County assembly of Kilifi will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

Award Criteria

Subject to paragraph 2.29 the County assembly of Kilifi 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.

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.

County assembly of Kilifi's Right to accept or Reject any or all Tenders

The County assembly of Kilifi 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 County assembly of Kilifi's action. If the County assembly of Kilifi determines that none of the tenders is responsive, the County assembly of Kilifi shall notify each tenderer who submitted a tender.

The County assembly of Kilifi 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.

A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

Notification of Award

Prior to the expiration of the period of tender validity, the County assembly of Kilifi will notify the successful tenderer in writing that its tender has been accepted.

The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the County assembly of Kilifi pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the County assembly of Kilifi will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

Signing of Contract

At the same time as the County assembly of Kilifi notifies the successful tenderer that its tender has been accepted, the County assembly of Kilifi will simultaneously inform the other tenderers that their tenders have not been successful.

Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the County assembly of Kilifi.

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

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.

Performance Security

The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the County assembly of Kilifi.

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 County assembly of Kilifi may make the award to the next lowest evaluated tender or call for new tenders.

Corrupt or Fraudulent Practices

The County assembly of Kilifi 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.

The County assembly of Kilifi 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

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

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the County assembly of Kilifi in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The County assembly of Kilifi should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated.
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

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.

| Instruction to tender reference | <i>Particulars of Appendix to instructions to tenderers</i> |
|---------------------------------|---|
| 2.1 | <i>Particulars of Eligible: Insurance underwriting companies licensed by the insurance Regulatory Authority to transact Business in Kenya.</i> |
| 2.2.2 | <i>Tender documents to be downloaded free of charge from the County Assembly website.</i> |
| 2.15.2 (b) | <i>Tenders will be opened on Wednesday, 25th March 2020</i> |
| 2.16.1 | <i>Tender security of 2% of the tender sum be furnished and will be valid for 120 Days. Tender security can be in form of Bank Guarantee from reputable bank or reputable Insurance company approved by PPRA.</i> |
| 2.18.1 | <i>Bulky tenders which do not fit in the tender Box shall be delivered the procurement unit at the county assembly premises.</i> |

EVALUATION CRITERIA

| A | MANDATORY REQUIREMENTS | POINTS |
|----------|---|---------------|
| 1. | Submit a copy of tender security/ bid bond of 2% of the tender sum | |
| 2. | Certificate by Commissioner of Insurance (IRA) (Attach copy) | |
| 3. | Registration as a member of AKI for the current year 2020 | |
| 4. | Submit a copy of Valid Tax compliance certificate from KRA | |
| 5. | Submit a copy of Current Business Permit | |
| 6. | Submit a copy of Certificate of Incorporation/Registration | |
| 7. | Dully completed signed and stamped Confidential Business Questionnaire Form | |
| 8. | Duly completed, signed and stamped form of tender and price schedule form | |
| 9. | Must dully fill, sign and stamp the Integrity Declaration Form | |
| 10. | Current NHIF Compliance certificate | |
| 11. | Current NSSF Compliance certificate | |

NOTE: ONLY INSURANCE UNDERWRITERS ALLOWED TO BID

| B | TECHNICAL EVALUATION, OPERATION PERFORMANCE & HUMAN RESOURCES | SCORES |
|----------|--|---------------|
| 1. | List of at least five corporate clients whom you have served and their recommendation letters or contracts (attach evidence) | 15 |
| 2. | Turn around period for compensation under the cover not to exceed 30 days upon lodging the claims with the insurer Less than 30 days.....25 mks 30-45 days.....20 mks 46-60 days.....15 mks Above 60 days.....10 mks | 25 |
| 3. | Attach a list of atleast five staff with both academic qualification and CVs for each professional staff. Each CV must clearly state the portfolio/ tasks undertaken at the firm. PHD.....5 mks Masters.....4 mks Degree3 mks Diploma2 mks Certificate1 mk | 25 |
| 4. | Litigation history. Please submit that no matter of litigation is pending in court against directors of the firm, staff and assignees of your organization. Indicate any convictions in the past against the firm, directors or partners (provide details i.e status, value and period. | 5 |
| 5. | Analysis of audited accounts for the last three (3) years (2016,2017,2018) certified by a firm recognized by ICPAK. Proof of financial stability (prorated) Positive financial performance (5marks) Liquidity ratio of more than 1:1 (3 marks) (Current asset/Current liabilities) Indicate your credit period (2 marks) Must have a paid up capital of not less than Ksh. 100million. (10 marks) | 20 |

| | | |
|----|---|----|
| 6. | <p>Volume of business handled in the last three years 2016, 2017 & 2018 not less than 50 Million.</p> <ul style="list-style-type: none">➤ Ksh.25 – 35 Million (4 Marks)➤ Ksh.36 – Kshs. 45 Million (7 marks)➤ Over Ksh. 45 Million (10 marks) | 10 |
|----|---|----|

| | |
|---------------------|------------|
| TOTAL SCORES | 100 |
|---------------------|------------|

To be eligible for the financial evaluation, Tenderers must score at Least seventy percent (70%) at the Technical Evaluation Stage.

FINANCIAL EVALUATION

1. The commercial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, Exclusion clauses and other pertinent terms and conditions.
2. The evaluation committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail.

Award

Successful bidder with the total highest technical and financial score will be eligible for award of the tender.

Negotiations

Negotiations will be conducted with the successful bidder if need arises.

Note

The evaluation committee will visit some of your service providers for confirmation of the credit facilities. And if found that the first recommended bidder had presented false information then the second successful bidder will be recommended.

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

Definitions

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

- (a) “The Contract” means the agreement entered into between the County assembly of Kilifi 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 County assembly of Kilifi under the Contract.
- (d) “The County assembly of Kilifi” 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

Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the contract

Standards

Theservices provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

Use of Contract Documents and Information

The Contractor shall not, without the County assembly of Kilifi'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 County assembly of Kilifi in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

The Contractor shall not, without the County assembly of Kilifi's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

Anydocument, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the County assembly of Kilifi and shall be returned (all copies) to the County assembly of Kilifi on completion of the contract's or performance under the Contract if so required by the County assembly of Kilifi.

Patent Rights

The Contractor shall indemnify the County assembly of Kilifi 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.

Performance Security

Within Twenty Eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the County assembly of Kilifi the performance security where applicable in the amount specified in SCC

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

The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the County assembly of Kilifi and shall be in the form of:

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Authority.

The performance security will be discharged by the County assembly of Kilifi 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.

Delivery of services and Documents

Delivery of the services shall be made by the Contractor in accordance with the terms specified by the County assembly of Kilifi in the schedule of requirements and the special conditions of contract

Payment

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

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

Prices

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 County assembly of Kilifi'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.

Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

Where contract price variation is allowed the variation shall not exceed **25%** of the original contract price

Price variation requests shall be processed by the County assembly of Kilifi within 30 days of receiving the request.

Assignment

The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the County assembly of Kilifi's prior written consent.

Termination for Default

The County assembly of Kilifi 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 County assembly of Kilifi.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract

- (c) If the Contract in the judgment of the County assembly of Kilifi has engaged in corrupt or fraudulent practices in competing for or in executing the contract

In the event the County assembly of Kilifi 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 County assembly of Kilifi for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

Termination for Insolvency

The County assembly of Kilifi 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 County assembly of Kilifi.

Termination for Convenience

The County assembly of Kilifi 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.

For the remaining part of the contract after termination the County assembly of Kilifi may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

Resolution of Disputes

The County assembly of Kilifi 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

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.

Governing Language

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.

Applicable Law

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

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.

Notices

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.

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

SECTION IV -SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist the County assembly of Kilifi in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the County assembly of Kilifi and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

CONDITIONS TO BE MET BY THE INSURANCE COMPANY

Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted.

Must have done annual gross premiums in previous year of Kshs 50M

Must have paid up capital of not less than Kshs.100M .

Must give a list of 5 (five) reputable clients and the total clients premiums for the previous year

Must submit a copy of the audited accounts for the previous years

Must have total number of management staff of at least 5(No)

Must submit copies of the following documents;

- (a) PIN Certificate
- (b) Tax Compliance Certificate
- (c) Certificate of Registration/Incorporation

Must be a member of the Association of Kenya Insurance (AKI)

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

| Reference of general conditions of Contract | Special condition of contract |
|---|--|
| 3.6 Performance security | Not Applicable |
| 3.7 Payment | One installment upon signing of contract and delivery of policy document |
| 3.9 Price adjustment | No price adjustment within the period of (12) months. |
| 3.16 Applicable law | Disputes be settled as per the arbitration Laws of Kenya |
| 3.18 Notices | The county assembly of Kilifi P.o. Box 332 Malindi. |

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for preparing Schedule of Requirements.

1. The schedule of Requirements shall be included in the tender documents by the County assembly of Kilifi and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
2. The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

1

Price Schedule Form (Summary of all Quotations)

Attached is a recent valuation report of all movable and immovable assets.

| ITEM NO | DESCRIPTION OF INSURANCE COVER | TOTAL ANNUAL PREMIUM (KSHS.) |
|----------------------------|---------------------------------------|-------------------------------------|
| 1. | Fire and perils | |
| 2. | Burglary and theft | |
| 3. | All risks | |
| Grand Total (Kshs.) | | |

Authorized Official Signature.....

Name

Date.....

Official Stamp.....

2019-2020

Form of Tender

To:

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 _____ 2020

[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 County assembly of Kilifi”) of the one part and
[name of tenderer] of [city and country of tenderer] (hereinafter
called “the tenderer”) of the other part:

WHEREAS the County assembly of Kilifi 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 County assembly of Kilifi’s Notification of Award
3. In consideration of the payments to be made by the County assembly of Kilifi to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the County assembly of Kilifi to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The County assembly of Kilifi 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 County assembly of Kilifi)

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.....

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

Name of your bankers Branch

Account Number.....

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. | | | |

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. | | | | |

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 County assembly of Kilifi*] (hereinafter called <the County assembly of Kilifi> in the sum of [*state the amount*] for which payment well and truly to be made to the said County assembly of Kilifi, 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 County assembly of Kilifi on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the County assembly of Kilifi 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 County assembly of Kilifi up to the above amount upon receipt of its first written demand, without the County assembly of Kilifi having to substantiate its demand, provided that in its demand the County assembly of Kilifi 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 County assembly of Kilifi]

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 County assembly of
Kilifi

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

FORM RB 1

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

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*County assembly of Kilifi*)

Request for review of the decision of the... ..(*Name of the County assembly of Kilifi*) of
.....dated the...day of20.....in the matter of Tender No... ..of
.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary

Integrity Declaration Form

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

I/We/Messrs.'

Of Street, Building, P.O Box.....

Contact/Phone/Email.....

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, in connection with Tender/Tender No.....

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

Authorized Signature.....

Name and Title of Signatory.....

