

THE COUNTY ASSEMBLY OF KITUI



TENDER DOCUMENT PROVISION OF GROUP PERSONAL ACCIDENT (GPA) AND GROUP LIFE INSURANCE COVERS

TENDER NO: CAKITUI/T/33/2017-2018
IFMIS NEGOTIATION NO:812610

P.O. BOX 694- 90200

KITUI

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COUNTY ASSEMBLY OF KITUI

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Clerk's Office,
Kitui County Assembly,
P.O. Box 694-90200,
Kitui, Kenya.

12TH JUNE 2020.

TENDER NO. CAKITUI/T/33/2018-2019 - PROVISION OF GROUP PERSONAL ACCIDENT (GPA) AND GROUP LIFE INSURANCE (GL) COVERS FOR MEMBERS OF COUNTY ASSEMBLY AND STAFF

The County Assembly of Kitui (CAK) also referred to as Procuring Entity invites sealed tenders from eligible candidates for the provision of Group Life (GL) and Group Personal Accident (GPA) insurance covers for Members of County Assembly and Staff. The contract will be for a period of 1 year subject to satisfactory performance.

A complete set of tender documents may be obtained by interested bidders free of charge from our website www.kituiassembly.org or [lfmis supplier portal](http://www.ifmis.supplierportal.gov.ke) and register your details online through kituiassembly@gmail.com for the purpose of records, tender clarifications or addendum. Complete tender document with all the attachments MUST be submitted through the **IFMIS SUPPLIER PORTAL** www.supplier.treasury.go.ke to be received not later than **12:00 Noon FRIDAY 26TH JUNE 2020** Original bid security must be deposited in the tender box before the tender closing date and time.

A copy of the bid security must also be uploaded in the [lfmis supplier Portal](http://www.ifmis.supplierportal.gov.ke).

NOTE: ALL TENDERS MUST BE SUBMITTED THROUGH THE SUPPLIER PORTAL AND MANUAL SUBMISSION WILL NOT BE ACCEPTED.

The system will automatically LOCK OUT at the time and date of the tender closing as indicated in the IFMIS PORTAL.

**CLERK OF ASSEMBLY,
COUNTY ASSEMBLY OF KITUI,
P.O. BOX 694- 90200,
KITUI.**

NB:

It is important to note that a Tenderer who makes an attempt of any kind to influence the tender outcome by soliciting for information during tender evaluation, communicating with tender evaluators, corrupting any public officer in any form to win favour shall automatically be disqualified.

CLERK OF ASSEMBLY

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2. The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate.

2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

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

2.2 Cost of tendering

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements

- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Performance security form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents

in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

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

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

2.6 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to Tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

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

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderers conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

2.12.6 Unsuccessful tenderers security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.7 The successful tenderers tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.37.

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring Entity on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 2.26.
or
 - (ii) To furnish performance security in accordance with paragraph 2.27.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

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

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly marked **ORIGINAL and COPY** as appropriate.

2.14.2 The original 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 unamend 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 copy of the tender documents in an envelope, duly marking the envelope as **“ORIGINAL”** and **“COPY”** The envelope 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 12:00 Noon FRIDAY 26TH JUNE 2020.”**
- 2.15.2 The envelope shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.3 If the envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.
- 2.16 Deadline for Submission of Tenders
- 2.16.1 Tenders must be received by the Procuring entity at the address specified in the appendix to instructions to tenderers no later than **12:00 Noon FRIDAY 26TH JUNE 2020** The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of the procuring entity and
- 2.16.2 candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.
- 2.17 Modification and withdrawal of tenders
- 2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification , including substitution or withdrawal of the tender’s is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer

on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **12:00 Noon FRIDAY 26TH JUNE 2020** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

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

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the 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 securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

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

and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

(a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 2.23 the following evaluation methods will be applied:

(a) Operational Plan.

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders' offering

to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule.

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

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

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

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

2.23. Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2,

as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.4 Subject to paragraph 2.29 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.

2.24.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 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 or call for new tenders.

2.28 Corrupt or Fraudulent Practices

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

APPENDIX TO INSTRUCTIONS TO TENDERER

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Insurance Companies Licensed by the Insurance Regulatory Authority and eligible to provide insurance business in Kenya
2.2.2	The tender document shall be downloaded free of charge from www.kituicountyassembly.org or treasury.supplier.go.ke
2.10	Particulars of other currencies allowed. None
2.12.2	Particulars of tender security if applicable. Kshs. 20,000 valid for 120 days after date of tender opening.
2.12.4	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by PPRA. Self-guaranteed tender security not allowed.
2.13	Validity of Tenders: Tenders Shall remain valid for 120 days after date of tender opening.
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the office of the clerk of Assembly.

EVALUATION AND COMPARISON OF TENDERS.

The following conditions will form the evaluation criteria for all the bids submitted. It shall be subjected to three stages namely,

- 1) Preliminary Evaluation (Mandatory requirements)
- 2) Technical Evaluation; part A (Mandatory technical requirements)
B (General technical requirements)
- 3) Financial Evaluation

1 a	MANDATORY REQUIREMENTS
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Tenderers are required to meet the following MANDATORY REQUIREMENTS, which will be used during Preliminary Examination to determine responsiveness

NO	REQUIREMENTS
MR1	Must provide Copy of certificate of Registration/Incorporation
MR2	Must provide copy of VAT /PIN Certificate
MR3	Must provide copy of valid Tax compliance certificate from Kenya Revenue Authority
MR4	Must provide single business permit (Town of operation)
MR5	Must dully Fill a the Price Schedule in the format provided and signed by authorized person (director/owner/have power of attorney)
MR6	Must Fill the Form of Tender in the format provided and signed by authorized person (director/owner/have power of attorney)
MR7	Must submit a duly filled up Confidential Business Questionnaire in format provided S33
MR8	Provide copy of the current license from Insurance Regulatory Authority(IRA)
MR9	provide copy of valid membership certificate from Association of Kenya Insurers (AKI)
MR10	Must submit a Tender/ Bid Security of 20,000 (Not Self- Issued) valid for 120 days after Tender Opening date
MR11	Quote for Group life (GL) insurance Cover
MR12	Quote for Group Personal Accident (GPA) insurance cover
MR13	Must serialize/pagination all the pages in the tender document
MR14	Must fill Integrity declaration form
MR15	Must provide by attaching ID/CR12 of owners/directors

NB: FAILURE TO PROVIDE ANY OF THE ABOVE DOCUMENTS WILL LEAD TO AUTOMATIC DISQUALIFICATION FROM FURTHER EVALUATION

2	TECHNICAL EVALUATION
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A	MANDATORY TECHNICAL REQUIREMENTS A(I) & A (II)
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The following provisions **MUST BE PROVIDED** for in the cover. **These are the Basic Minimum and must be met in full**

A (I) GROUP LIFE (GL) INSURANCE COVER

S/No	Item	Description	Bidders Comments
1	Claims administration	Provide reference letters from at least 3 group life clients	
2	Sum assured for group life insurance cover	3 times current annual basic salary	
3	Death (accidental or due to illness)	3 times current annual basic salary	
4	Death either within or outside the country	Worldwide cover.	
5	Death due to illnesses such as HIV/AIDS related illnesses, pre-existing conditions, congenital conditions, critical illnesses and genetic disorders covered.	3 time's current annual basic salary award.	
6	Critical illness such as cancer, kidney failure, Paraplegia, heart attack, Stroke, Coronary artery bypass surgery and major organ transplant etc. diagnosed for the first time.	30% of the sum assured for Group Life cover.	
7	Last Expense	Ksh. 100,000 per member.	
8	Provide a scope of the cover (what is covered, any exclusions, scope within the country, outside the country etc.)		
9	Additional benefit if any		

A. (II) GROUP PERSONAL ACCIDENT (GPA)

S/No	Item	Description	Bidders Comments
1	Claims administration	Provide reference letters from at least three (3) GPA clients	
2	Sum Assured for Personal Accident Insurance Cover	3 times current annual basic salary as per the attached schedule.	

3	Sum assured for accidental death	3 times current annual basic salary.	
4	Permanent Total Disability	3 times current annual basic salary	
5	Temporary Total Disability	30% of the total current basic salary for 12 months (monthly payment)	
6	Worldwide coverage to members.	24 hour worldwide coverage	
	Provide a scope of the cover (what is covered, any exclusions, scope within the country, outside the country etc.)		
7	Additional benefit if any		

TECHNICAL EVALUATION CRITERIA

2	TECHNICAL EVALUATION
B	GENERAL TECHNICAL REQUIREMENTS =100MARKS

s/no	REQUIREMENTS	Weighted	MAX SCORE
1.	Firm experience as shown by number of years in insurance business	10 years and above - 10 marks 5 to 9 years ----- 5 marks Below 5 years ----- 2 marks	10
2.	Professional qualification and experience of the principal officer managing(CEO) the Scheme Attach certified CV of the key personnel	<ul style="list-style-type: none"> ✓ Masters in the relevant field = 5marks ✓ Relevant degree 5marks ✓ Post-graduate degree/Diploma=5marks. 	15
3.	Free Cover Limit (Group Life)	Ksh 15 Million= 10marks Ksh. 13 Million= 5marks Less than Ksh.13 Million= 0 marks	10
4.	Temporary partial Disability (GPA)	6 months current monthly basic salary= 5marks	5

		5 – 3 months current monthly basic salary= 3marks If less than 3 months= 0 marks	
5.	Provide Reinsurance treaty with clause allowing Life Insurance Company to underwrite GPA	Combined treaty - 10 marks With GI Licence – 10 marks None – 0 marks	10
6.	Provide a detailed Company profile and capability statement		10
7.	Provide CVs of Key management and technical staff; Degree/diploma and Professional Certificate @ 1mks for every manager to max of 5	i. with 10 years' experience- 10marks ii. 5-9 Years of Experience – 5marks iii. 1-4 Years of Experience- 3 marks	10
8.	Least period used to settle previous claims upon presentation of all required documents (attach evidence) @ 2marks for every evidence to a max of 5 evidences		10
9.	Volume of business handled in the last Three (3) years (attach evidence e.g. LSO or Contract @ 2marks for every evidence availed to max of 5		10
10.	A:Financial capability; -Provide a copy Certified audited Accounts by external auditor for the last two years- @5 marks 2017-2018, 2018-2019		10
11.	TOTAL TECHNICAL MARKS		100

Note: In general technical requirements, the total score is 100 marks and the pass mark shall be 80% for a bidder to proceed to the financial stage.

STAGE 3: FINACIAL EVALUATION (20 MARKS)

Only Firms scoring 80% or more in the Technical evaluation will be considered in the financial evaluation.

- a) Any items not clearly priced shall be assumed the bidder is unable to execute the contract as required hence disqualified. Systematically, detailed computation on how to reach the final tender price must be shown.
- b) The commercial evaluation/comparison and final ranking of the Bids will take in to consideration the scope of the cover in relation to the premiums quoted and other pertinent conditions of tender.

(C) AWARD CRITERIA

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.

SECTION 111- SCHEDULE OF REQUIREMENTS

The County Assembly of Kitui (CAK) seeks to engage an Insurance Company to provide Group Personal Accident (GPA) and the Group Life (GL) for its employees and Members of County Assembly (MCAs) as per the details provided in the tables below.

SCOPE OF COVER

1. Group Life (GL) Cover

This is a benefit payable on death from illness (natural causes) or accidental death. The amount payable (the sum assured) shall be five (5) times annual salary as per the attached schedule. The benefit is expected to be paid out as a lump sum to the CAK in the event of death of an employee whilst in the service of the Agency. The cover should be a 24-hour worldwide cover.

2. Group personal accident (GPA) cover

The personal accident cover is expected to provide compensation to employees for physical internal and external body injury caused in an accident within and outside the work place, whether or not the employee is on official assignment. It shall also cover members if the accident results to death. The GPA cover shall be 24 hrs. Worldwide cover.

SCHEDULE OF REQUIREMENTS

Terms of reference

- i Structuring and obtaining optimum policy cover in accordance with the tender submitted;
- ii Incoming employees should be able to join the scheme on pro-rata basis and whenever an employee leaves the Assembly, a credit note be issued for the remaining period.
- iii Arrange the immediate placement of our risk and undertake a periodic technical review and rating of the cover and advise CAK accordingly;
- iv Provide prompt and satisfactory service on the general management of the
- v Scheme policy, correspondence and claim review meetings;
- vi Prepare the Policy Document and any Endorsements there-in and forward to CAK
- vii If the entire policy document is found to be satisfactory, such document will be deposited with the CAK not later than fifteen (15) days of inception of cover;
- viii Ensure preparation of quarterly claims bordereaux which must be submitted to CAK by the 15th of the following month;
- ix Arrange quarterly meetings to review performance of the policy by 15th of the following quarter;

- x The provided sufficient information in the tables will enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular, the price schedule.
- xi The tenderer is hereby advised to prepare a signed and tabulated schedule using the details provided below and attach it or complete the price schedule provided in (VI) below.
- xii In case of the medical examination for staff whose cover is above the free cover limit, the successful bidder shall cater for the costs of the medical examination.
- xiii Such other services as may be related or ancillary to the due performance of the above work.
- xiv The bidder shall ensure that the sums insured under the policy are adjusted accordingly as directed by the Procuring Entity from time to time.
- xv The bidder shall negotiate amicably on other pertinent aspects that may arise during the term of the policy.
- xvi The bidder shall ensure that the cover is enhanced and does not subject itself to sublimit on chronic and pre-existing conditions whatsoever.
- xvii **All the above covers shall be provided on 24-hour basis with worldwide coverage**

POLICY	INSURANCE COVERS DETAILS	REMARKS
Period	This cover is for a period of one(1) year for Assembly Staff and Members of County Assembly (MCAs)	
Scope of Cover	Indemnity against MCAs, County Assembly staff during their respective period of the policy. Benefits: As per SRC schedule Sum Insured: (PRICE SCHEDULE PROVIDED IN (VI)) below	
Limits	As provided in the table below	
Cancellation Notice	Sixty (60) days	
Extensive Clauses	_As extensive as possible	

Classification of Personnel

1. Members of County Assembly 55.
2. Members of Staff to County Assembly 86.

CATEGORY A: DETAILS OF MEMBERS OF COUNTY (MCAS)

NO	Designation	AGE	Number	Basic salary
1	Speaker of Assembly		1	404,250/=
2	D/Speaker		1	216,563/=
3	Board Members		2	145,000/=
4	MCAs		53	144,375/=

Sno	Payroll-Num	ID-Number	Job-Group	Designation	Basic Salary	Gender	Age	GPA KSH	GL KSH
1	1991085580	9147894	L	WARDEN II	52,500.00	M	52		
2	1997023015	10435228	P	SENIOR HANSARD EDITOR	114,030.00	M	50		
3	2005030678	22115336	M	COMMISSIONAIRE	60,820.00	M	40		
4	2008001076	13307093	P	SNR SERGEANT AT ARMS I	114,030.00	M	47		
5	19830001146	577664	K	OFFICE ATTENDANT	49,950.00	F	59		
6	19860000504	4414121	L	REGISTRY CLERK	55,150.00	F	56		
7	19860000513	6819450	L	OFFICE ATTENDANT	55,150.00	F	57		
8	19860001261	3772385	S	CLERK OF ASSEMBLY	195,410.00	M	56		
9	19870004578	8720385	L	DRIVER I	55,150.00	M	55		
10	19870009297	3701813	K	OFFICE ATTENDANT	49,950.00	F	57		
11	19880001703	7234332	M	ADM. OFFICER II	63,900.00	M	57		
12	19880002700	7005048	L	WARDEN II	55,150.00	M	54		
13	19880002853	9276441	P	SENIOR ACCOUNTANT I	108,610.00	F	51		
14	19890002552	8990134	M	ADNIN OFFICER III	63,900.00	M	52		

15	19900001229	7004884	K	OFFICE ATTENDANT	49,950.00	F	54		
16	19900005576	10094093	L	PERSONAL SECRETARY II	55,150.00	F	52		
17	19900012231	7002020	N	SNR WORKS OFFICER I	82,330.00	M	56		
18	19910001348	10878299	N	SNR FIRST CLERK ASSISTANT	82,330.00	M	51		
19	19940007812	7521714	N	SNR FIRST CLERK ASSISTANT	82,330.00	M	53		
20	19960002546	2572853	K	DRIVER II	19,335.50	M	60		
21	19970015626	11588058	N	SNR FIRST CLERK ASSISTANT	70,930.00	M	47		
22	19990001226	10753463	M	ACCOUNTANT III	63,900.00	M	49		
23	20000008542	11518100	K	WARDEN II	45,680.00	M	48		
24	20010001475	11520872	L	DRIVER I	52,500.00	M	48		
25	20010001564	12962254	M	ACCOUNTANT III	63,900.00	M	46		
26	20010008947	13783263	M	SECOND CLERK ASSISTANT	55,150.00	M	44		
27	20030000376	13722824	P	SENIOR FISCAL ANALYST I	114,030.00	M	44		
28	20040000217	22589822	L	RECORDS MANAGEMENT	52,500.00	F	38		
29	20040000655	13235286	P	SENIOR ADMINISTRATIVE OFFICER I	114,030.00	M	47		
30	20070007608	21705434	N	SENIOR HANSARD EDITOR	63,900.00	F	41		
31	20100000968	14563778	K	WARDEN III	45,680.00	M	46		
32	20100001232	13184728	R	DEPUTY CLERK	159,070.00	F	47		
33	20110000498	23699515	N	SENIOR EXECUTIVE SECRETARY II	74,720.00	F	36		
34	20110000505	24146606	M	WORKS OFFICER	60,820.00	M	36		
35	20110001815	22542637	K	DRIVER II	45,680.00	M	38		
36	20110001824	25744729	P	SENIOR ICT OFFICER	114,030.00	M	32		
37	20110001833	27046188	N	SNR PROCUREMENT OFFICER II	70,930.00	F	31		

38	20120000419	24808422	K	COPY TYPIST	45,680.00	F	35		
39	20120000428	25731196	K	WARDEN III	49,950.00	F	33		
40	20140000264	11276321	Q	PRINCIPAL PROCUREMENT OFFICER	114,030.00	M	48		
41	20140005885	13095703	P	SENIOR ADMINISTRATIVE OFFICER I	114,030.00	F	48		
42	20140005974	22524250	P	SENIOR ADMINISTRATIVE OFFICER I	114,030.00	M	40		
43	20140006006	24157645	M	ICT OFFICER	63,900.00	M	37		
44	20140006024	22100762	P	SENIOR ACCOUNTANT I	114,030.00	M	40		
45	20140006051	24766677	M	HANSARD REPORTER I	63,900.00	M	33		
46	20140006079	23750458	N	SENIOR ACCOUNTANT II	74,720.00	M	37		
47	20140006097	24657854	P	SENIOR LEGAL COUNSEL	114,030.00	F	34		
48	20140006113	22252055	M	HANSARD REPORTER I	63,900.00	M	41		
49	20140006220	23351289	M	RESEARCH OFFICER	63,900.00	F	36		
50	20140006266	24930640	M	PUBLI COMMUNICATIONS OFFICER II	63,900.00	F	33		
51	20140006275	25612457	M	ICT OFFICER	63,900.00	F	32		
52	20140006775	24689909	P	SENIOR COMMUNICATIONS OFFICER I	114,030.00	M	34		
53	20140010948	27462392	N	FIRST CLERK ASSISTANT	63,900.00	F	31		
54	20140095076	24291191	P	SENIOR INTERNAL AUDITOR I	108,610.00	F	34		
55	20140095085	26498575	M	SECOND CLERK ASSISTANT	60,820.00	M	31		
56	20140095094	20227253	M	HUMAN RESOURCE OFFICER II	60,820.00	M	43		
57	20140095101	27671202	N	FIRST CLERK ASSISTANT	70,930.00	F	30		
58	20140095110	10753264	N	SNR SERGEANT AT ARMS II	70,930.00	M	51		

59	20140095129	26227067	M	SECOND CLERK ASSISTANT	60,820.00	F	33		
60	20140095138	26599096	N	SENIOR INTERNAL AUDITOR II	70,930.00	F	31		
61	20140095147	23691038	M	COMMISSIONAIRE PROCUREMENT OFFICER 1	60,820.00	M	37		
62	20140095165	11639373	M	PROCUREMENT ASSISTANT	60,820.00	M	48		
63	20140095174	28477850	L	LEGAL CLERK	52,500.00	F	30		
64	20140095183	22763167	L	PROCUREMENT ASSISTANT	52,500.00	M	38		
65	20140095192	24284036	L	WARDEN III	52,500.00	M	34		
66	20140095218	20155024	K	SECOND CLERK ASSISTANT	45,680.00	M	43		
67	20140095227	27586009	M	OFFICE ATTENDANT	60,820.00	M	30		
68	20150053044	20139209	E	SECRETARY	17,570.00	M	42		
69	20150150575	20768188	K	PERSONAL ASSISTANT	41,770.00	F	42		
70	20170021057	10095329	N	PRINCIPAL HUMAN RESOURCE OFFICER	63,900.00	M	51		
71	20170021066	10879619	Q	DRIVER	114,030.00	M	49		
72	20170021075	11035528	H	DRIVER	27,840.00	M	50		
73	20170021084	13499425	H	DRIVER	27,840.00	M	45		
74	20170021093	20369965	H	DRIVER	27,840.00	M	45		
75	20170021100	22884133	M	SECOND CLERK ASSISTANT	55,150.00	M	38		
76	20170021119	23240290	M	SECOND CLERK ASSISTANT	55,150.00	M	36		
77	20170021128	24835920	M	SECOND CLERK ASSISTANT	55,150.00	M	36		
78	20170021137	25200365	H	DRIVER	27,840.00	M	36		
79	20170021146	25226552	L	HABSARD REPOTER	47,780.00	M	34		
80	20170021155	25508262	L	ACCOUNTANT III	-	M	34		
81	20170021164	25684423	M	SECOND CLERK ASSISTANT	55,150.00	F	32		
82	20170021173	27830523	L	HABSARD REPOTER	47,780.00	M	30		

83	20170021182	27983901	M	SECOND CLERK ASSISTANT	55,150.00	M	32		
84	20170021191	28572195	K	SECRETARY	41,770.00	F	29		
85	20170021208	28590898	N	FIRST CLERK ASSISTANT	63,900.00	M	29		
86	20170021217	29454889	M	SECOND CLERK ASSISTANT	55,150.00	M	27		
TOTALS QUOTES									

SECTION IV - PRICE SCHEDULE FORM

s/no	Description	Annual Premiums	Taxes & Levies	Total Annual Premiums
1	GPA staff			
2	GPA Members of County Assembly			
3	Any other additions			

SECTION IV - PRICE SCHEDULE FORM

s/no	Description	Annual Premiums	Taxes & Levies	Total Annual Premiums
1	GL staff			
2	GL Members of County Assembly			
3	Any other additions			

SECTION V - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) "The contract" means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals, which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The contractor" means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

3.2 Application

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

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.4 Patent Right's

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

3.5 Performance Security

3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

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

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

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

3.5.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

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

3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

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

3.8 Prices

3.8.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 Termination for Default

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

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

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

3.11 Termination of insolvency

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

3.12 Termination for convenience

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

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

3.13 Resolution of disputes

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

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

3.14 **Governing Language**

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

3.15 **Force Majeure**

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

3.16 **Applicable Law.**

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

3.17 **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 E-mail 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 VI - SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: 10% of Contract Sum
3.7	Specify method Payments. Payments to be made on monthly basis after the services have been rendered.
3.8	Specify price adjustments allowed. None
3.14	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses of both parties. Client: County Assembly of Kitui P.O Box694-90200 Kitui
Other's as necessary	Complete as necessary

SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. Form of Tender- The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Price Schedule Form -The price schedule form must similarly be completed and submitted with the tender.
3. Contract Form - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and 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. Format of Tender Security Instrument - When required by the tender document the tenderer shall provide the tender security in the form included hereinafter.
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.

4.1 FORM OF TENDER

Date _____
Tender No. CAKITUI/T/33/2017-2018

To: The Clerk
County Assembly of Kitui
P.O Box 694-90200
Kitui

Sir/Madam:

1. Having examined the Tender documents including Addenda Nos. [insert addenda numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provide Group Personal Accident Cover and Group Life cover in conformity with the said Tender documents for the sum of [total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.
3. We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We are not participating, as Tenderers, in more than one Tender in this Tendering process.
5. Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.
6. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest or any tender you may receive.
8. We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20_____.

(Name)

[Signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

3. CONTRACT FORM

THIS AGREEMENT made the ___day of ____20___between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

the presence of _____.

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form.

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

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p>
--	--

	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.
Name	Nationality	Citizenship details	Shares										
1.										
2.										

	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		

	<p>Date.....Signature of Candidate.....</p>
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4.5. FORMAT OF TENDER SECURITY INSTRUMENT

Whereas [Name of the tenderer] (Hereinafter called “the tenderer”) has submitted its tender dated [Date of submission of tender] for the [Name and/or description of the tender] (Hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE of [Name of Insurance Company / Bank] having our registered office at (Hereinafter called “the Guarantor”), are bound unto [Name of Procuring Entity] (Hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this ___ day of _____ 20 __.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity and any demand in respect thereof should reach the Guarantor not later than the said date.

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

6. PERFORMANCE SECURITY FORM

To:

[Name of the Procuring entity]

WHEREAS.....[name of tenderer]

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20____ to

Supply.....

[Description services](Hereinafter called "the contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of 20

_____ Signature
and seal of the Guarantors

_____ [name
of bank or financial institution]

_____ [address]

_____ [date]

(Amend accordingly if provided by Insurance Company)

7. INTEGRITY DECLARATION FORM

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

I/We..... declare that I/We
will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer,
their relations or business associates, 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.....

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

