

REPUBLIC OF KENYA



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Tender Document

For

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**TENDER NO.1063606 -2022/2023**

**TENDER NAME: – PROVISION OF  
GPA/WIBA INSURANCE COVER FOR  
MCA'S, SPEAKER AND BOARD MEMBERS**

**FINANCIAL YEAR 2022/2023**

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**COUNTY ASSEMBLY OF KWALE**

**P. O. Box 231 - 80403**

**KWALE**

**CLOSING DATE: 26<sup>TH</sup> SEPTEMBER 2022**

**TIME: 10.00 A.M (EAST AFRICAN TIME)**

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## INTRODUCTION

- 1.1 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 2005.
- 1.2 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.
- 1.3
  - (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.
- 1.4 The cover of the tender document should be modified to include:
  - I. Tender number.
  - II. Tender name.

**SECTION I - INVITATION FOR TENDERS**

**DATE: 31<sup>ST</sup> AUGUST, 2022**

**TENDER REF NO: CAK 1063606-2022/2023**

**TENDER NAME: PROVISION OF GPA/WIBA INSURANCE SERVICES FOR MCA'S  
SPEAKER AND BOARD MEMBERS**

The County Assembly of Kwale (CAK) invites sealed tenders from eligible candidates for the provision of GPA/WIBA for MCA'S. The contract will be for a period of one years' subject to annual Satisfactory Performance review.

Interested eligible candidates may obtain further information and inspect the tender documents at the Procurement Office County Assembly of Kwale, Kwale Headquarters, during normal working hours. Interested eligible candidates may obtain Tender document from the <https://tenders.go.ke/> OR [supplier.treasury.go.ke](https://supplier.treasury.go.ke)

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing date of the tender.

**.NOTE. ALL TENDERS SHOULD BE SUBMITTED ONLINE VIA THE IFMIS SUPPLIER PORTAL AT [supplier.treasury.go.ke](https://supplier.treasury.go.ke)**

**The Clerk  
County Assembly of Kwale,  
P. O. Box 231 - 80403  
Kwale**

To be received on or before **10. A.M on MONDAY 26<sup>TH</sup> SEPTEMBER, 2022**

Tenders must be accompanied by a tender Security of 2% of the total amount quoted **in** form of a guarantee from a reputable bank or an insurance company approved by PPOA payable to CAK.

## SECTION II - INSTRUCTION TO TENDERERS

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Document**

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of Requirements
  - (v) Details of Insurance Cover
  - (vi) Form of Tender
  - (vii) Price Schedules
  - (viii) Contract Form
  - (ix) Confidential Business Questionnaire Form

- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

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

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

## **2.5 Amendment of Tender Documents**

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

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be

written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
  - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
  - (d) Declaration Form.

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

- 2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5
- 2.9.4

## **2.10 Tender Currencies**

- 2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11 Tenderers Eligibility and Qualifications**

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



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

## **2.12 Tender Security**

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

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

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

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

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

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

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.29 or
  - (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tenders**

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender.
- (b) bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE (*MONDAY 26<sup>TH</sup> SEPTEMBER 2022 at 10.00 am*)"

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

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

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

- (c) Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than (*MONDAY 26<sup>TH</sup> SEPTEMBER 2022 at 10.00 am*)

- 2.16.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.2 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.17 Modification and Withdrawal of Tenders**

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18 Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (MONDAY 26<sup>TH</sup> SEPTEMBER 2022 at 10.00 am) and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to single currency**

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

## **2.22 Evaluation and Comparison of Tenders**

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

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

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract

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

- (a) Operational Plan
  - (i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than the procuring entity have required delivery time will be treated as non-responsive and rejected.
  - (b) Deviation in payment schedule
    - (ii) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

## **2.23 Contacting the Procuring entity**

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

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

## **2.24 Post-qualification**

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

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

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

## **2.25 Award Criteria**

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

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

- (c) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (d) Legal capacity to enter into a contract for procurement
- (e) 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.
- (f) Shall not be debarred from participating in public procurement.

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

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that non of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

2.26.3 A tenderer who gives false information in the tender document about 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.

## **2.27 Notification of Award**

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

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

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

## **2.28 Signing of Contract**

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

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

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

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

## **2.29 Performance Security**

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

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

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

## **Appendix to Instructions to Tenderers**

### **Notes on the Appendix to the Instruction to Tenderers**

- 1. The Appendix to instructions to tenderers is intended to assist the procuring entity 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 procuring entity 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 THE 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.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: <b>Insurance Underwriting Companies Licensed by the Insurance Regulatory Authority to transact business in Kenya</b>
2.2.2	Price to be charged for tender documents. <b>Kshs. 1,000 for those who purchase a hard copy while those who download the document will not be charged</b>
2.10	Particulars of other currencies allowed. <b>None</b>
2.12.2	Particulars of tender security if applicable. <b>2 percent (%) of the tender price valid for 120 days after date of tender opening.</b>
2.12.4	Form of Tender Security: <b>The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by PPOA. Self guaranteed tender security not allowed.</b>
2.13	Validity of Tenders: <b>Tenders Shall remain valid for 90 days after date of tender opening.</b>
	<p><b><u>PRELIMINARY EVALUATION CRITERIA</u></b></p> <p>Tenderers are required to submit copies of the following <b>MANDATORY DOCUMENTS</b> which will be used during Preliminary Examination to determine responsiveness</p>

	<p>1) Copy of Valid Tax Compliance certificate from Kenya Revenue</p> <p>2) Copy of certificate of Registration/Incorporation from the registrar of companies</p> <p>3) Must Fill the Price Schedule in the format provided in the tender in the tender document</p>
	<p>4) Must Fill the Form of Tender in the format provided in the tender document</p> <p>5) Must Submit a Tender Security of 2 percent (%) of the tender price Kshs.</p>
	<p>6) Must submit a dully filled up Confidential Business Questionnaire in format provided in the tender document</p> <p>7) Must be registered with the Insurance Regulatory Authority for the year 2021/22 and a copy of the current license be submitted.</p> <p>8) Medical Cover must be both In-patient and Out-patient as one package under one underwriter and <b>no co-sharing</b>.</p> <p>9) Provide dully filled code of ethics</p> <p>10) Must have been in existence for the last five years.</p> <p>12) Must be a current member of the Association of Kenya Insurers (AKI). Please provide copy of membership certificate.</p> <p>13) serialization of all tender Documents (not hand written or manually)</p> <p>14) provide a single business permit</p>

This section Evaluation will carry a total of 100% of the whole evaluation and will be divided into two as below

	<b>No.</b>	<b>Evaluation Attribute</b>	<b>Weighting Score</b>	<b>Max. Score</b>	
	T.S.1	Number of years in Ins. Service	> 20years	10	
		Number of years in Ins. Service	<20years = do prorata basis		
	T.S. 2	Provide a list of clients and references to which the company has offered similar services in the last 3 years with premium not less than KES 800,000.	<ul style="list-style-type: none"> <li>• 5 or more Clients with references</li> </ul>	10	
	T.S. 3	Submit copy of NSSF Compliance Certificate or Evidence of Registration		10	
	T.S. 4	Submit Copy of NHIF and NSSF Compliance Certificate and Evidence of Remittance of Employees NHIF Contributions		10	
		Organizational Chart (6marks)		6	
		Managerial and Key Personnel Competency Profile		18	

		Provide details of physical address and contacts – attach evidence		6	
				70	

TO PROCEED FOR FINANCIAL THE COMPANY HAS TO SCORE 60MRKS AND ABOVE

**FINANCIAL EVALUATION**

No.	Evaluation Attribute	Weighting Score	
	<ul style="list-style-type: none"> <li>Submit audited accounts for the last three years 2019,2020,2021</li> </ul>	provide Audited Accounts with A net asset base of Kshs. 1.5 Billion (Three years - 9 marks, less than 3yrs prorata basis None- 0 marks)	Max 14
	solvency position, Debt Equity ratio of 60:40 (Total liabilities : Equity. Optimal is50:50 but anything in the range 60:40 to 66:34 is acceptable) 2 mks	Solvency Debt Equity ratio of 60:40 (Total liabilities : Equity. Optimal is50:50 but anything in the range 60:40 to 66:34 is acceptable) 2 mks	Max 6
	<b>Premium for Medical cover of Ksh 1.5 Billion per year – 10 MRKS</b>	<b>Premium for Medical cover of Ksh 1.5 Billion per year – 10MRKS</b>	Max 10
		TOTAL	30 MRK

## SECTION III - GENERAL CONDITIONS OF CONTRACT

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## SECTION III GENERAL CONDITIONS OF CONTRACT

### **3.1. Definitions**

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.

- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

### **3.2. Application**

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

### **3.3. Standards**

- 3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

### **3.4. Use of Contract Documents and Information**

- 3.4.1 The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract’s or performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.

- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.

- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7. Delivery of services and Documents**

- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

### **3.8. Payment**

- 3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.82. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

### **3.9. Prices**

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

### **3.10. Assignment**

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

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

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

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

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

### **3.12. Termination for Insolvency**

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

### **3.13. Termination for Convenience**

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

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

### **3.14 Resolution of Disputes**



- 3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

- 3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

1. The clauses in this section are intended to assist the procuring entity 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 procuring entity 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.

### **Special Conditions of Contract**

1. The participating Candidates are required to furnish the Procuring Entity with the following documents / information **pursuant to clause 2.12 of the Instructions to Tenderers**: -
  - (i) A Certificate of Incorporation or Certificate of Registration of Business Name, a Copy **MUST** be attached.
  - (ii) VAT Certificate, a Copy **MUST** be attached.
  - (iii) Valid Tax Compliance Certificate, a Copy **MUST** be attached.
  - (iv) PIN Certificate, a Copy **MUST** be attached.
  - (v) Valid Trade Licenses (where applicable), a Copy **MUST** be attached.
2. Reliable communication services e.g. fixed line(s) telephone numbers, faxes, Postal addresses, e-mails, websites and mobile phone(s).
3. Physical address (location of premises, Street, name of Building and office Number).
4. Evidence of past performance – copies of local purchase / Service orders (LPOs / LSOs) from established organizations to be attached, if any.

5. **Physical evaluation**  
Firms considered responsive after the document evaluation will be visited physically by an appointed team of officers to assess the tenderer based on the criteria indicated below.
  - (i) Line of business and existence of business premises.
  - (ii) Evidence of capacity to offer the services. The evidence to be in form of contracts with established institutions, LPOs and daily sales records.
6. **Form of Tender and confidential business questionnaire MUST** be dully filled by the applicant / an authorized representative and signed & stamped or embossed with company seal.
7. Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **One Hundred and Twenty (120) days** from the date of tender closing.
8. **Tenderers shall be required to provide evidence of financial stability. These should be in form of Audited Financial Statements and Bank Statements.** Failure to submit the evidence may render the tender non-responsive.
9. Tenderers shall be required to submit their offers in a set of two copies each one marked "ORIGINAL OFFER" and the other "COPY OF OFFER". The original and copy shall be sealed in separate envelopes duly marked as "ORIGINAL" and "COPY". The envelopes shall then be sealed in one plain unmarked outer envelope bearing only the tender number **pursuant to clause 2.16 of the Instructions to Tenderers.**
10. A market Survey will be undertaken by the procuring entity to ascertain the veracity of prices quoted for items recommended for award against the prevailing competitive market prices.
11. **Tenderers are required to ensure that all pages of their tender documents are properly serialized and stamped / signed and the document should be properly bound. Loose tender documents will be declared non responsive.**
12. Blacklisted, debarred and suspended firms are not eligible for this procurement.
13. A copy of the official receipt issued by the procuring entity for the purchase of the tender documents must be attached as proof of Tender purchase.
14. **Tenderers are advised to quote their bid prices in the original price schedule provided in this tender document. Introduction of a price schedule different from the one provided in this document in section (v) will lead to disqualification.**

**15. Special conditions of contract as relates to the GCC: -**

<b>Reference of GCC</b>	<b>Special Conditions of Contract</b>
3.13.1 Prices	The prices offered shall be fixed for the period stated in the Tender Invitation.
3.13.1 Market Survey	Award of contract will be subject to a market survey to ascertain the veracity of bid prices.

**SECTION IV – SPECIAL CONDITIONS OF CONTRACT**

**4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY**

- 4.1.1 Must be registered with the Insurance Regulatory Authority (IRA) for the current year and a copy of the current license be submitted.
- 4.1.2 Must have done annual reasonable premiums in previous year.
- 4.1.3 Must have paid up a reasonable capital.
- 4.1.4 Must give a list of 5 (five) reputable clients and the total clients premiums for the previous year
- 4.1.5 Must submit a copy of the audited accounts for the previous year
- 4.1.6 Must have total number of management STAFF.
- 4.1.7 Must submit copies of the following documents;
  - (a) PIN Certificate
  - (b) Tax Compliance Certificate
  - (c) Certificate of Registration/Incorporation
- 4.1.8 Must be a member of the Association of Kenya Insurance (AKI)
- 4.1.9 As per the advert on the mandatory requirements

**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	Ten Percent (2%) of the Total Premium
3.7 Delivery of Services	(Specify as necessary)
3.8 Payment	(Specify as necessary)
3.9 Price adjustment	(Specify as necessary)
3.16 Applicable law	(Specify as necessary)
3.18 Notices	(indicate full address of the procuring entity)

*(Modify as necessary)*

## **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 procuring entity 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

**GROUP PERSONAL ACCIDENT/WIBA PLUS:** - Members shall be covered for a value equivalent to **Eight Years annual basic salary**. It Covers a total of 37 ( thirty seven) all members

**1. Scope of Cover Requirements: -**

The Insurance cover shall be for the settlement of Death in service benefits upon Death of a member as a result of accident or natural illness. The cover shall also include Compensation disablement resulting from accidental bodily injury sustained by insured member or Critical illness Extension but not Last Expense unless it comes as an extra and will not be deducted from the Death benefit

**2. Details of Risk: -**

Cover - Death in Service

Death Benefit: - a value equivalent to **EIGHT YEARS** annual basic salary

ITEM NO.	DESCRIPTION OF INSURANCE COVER	UNIT OF ISSUE	QUANTIT Y	Monthly Basic pay	Eight year annual basic pay KSHS	Total Premiums In Ksh
	<b>Group life Assurance for the below members</b>					
<b>1</b>	<b>S-T (SPEAKER)</b>	PAX	1	315,315	30,270,240	
<b>2</b>	<b>R(D. SPEAKER)</b>	PAX	1	129,938	12,474,048	
<b>3</b>	<b>K-Q(MCA)</b>	PAX	33	2,858,625	274,428,000	
<b>4</b>	<b>K-Q(BOARD MEMBERS)</b>	PAX	2	290,000	27,840,000	
	<b>TOTAL</b>			<b>3,593,878</b>	<b>345,012,288 ksh</b>	

## SECTION VI - STANDARD FORMS

### Notes on the standard Forms

- 6.1 **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.
- 6.2 **Price Schedule Form**- The price schedule form must similarly be completed and submitted with the tender.
- 6.3 **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.
- 6.4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
- 6.5 **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
- 6.6 **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.
- 6.7 **Letter Of Notification Of Award** This form will be used by the procuring to notify the successful tenderers after contract award. Both the successful and unsuccessful tenderer shall be notified of the results of contract award at same time.

**6.1 Form of Tender**

To: Name and address of procuring entity

Date \_\_\_\_\_  
Tender No.  
Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum \_\_\_\_\_ of ..... [Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015

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

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

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



### 6.3 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 the GPA cover and has accepted a tender  
by the tenderer for the supply of the services in the sum of \_\_\_\_\_  
\_\_\_\_\_ [contract price in words in figures]  
(hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

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

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

\_\_\_\_\_

**6.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

Which ever applies to your type of business

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

Part \_\_\_\_\_ General:

Business \_\_\_\_\_ Name \_\_\_\_\_  
.....  
Location \_\_\_\_\_ of \_\_\_\_\_ business \_\_\_\_\_ premises \_\_\_\_\_  
.....  
Plot \_\_\_\_\_ No. \_\_\_\_\_ Street/Road \_\_\_\_\_  
.....  
Postal Address \_\_\_\_\_ Tel. No. \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_  
Nature \_\_\_\_\_ of \_\_\_\_\_ business \_\_\_\_\_  
.....  
Registration \_\_\_\_\_ Certificate \_\_\_\_\_ No. \_\_\_\_\_  
.....

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

.....  
Name of your bankers \_\_\_\_\_ Branch \_\_\_\_\_  
.....

Part 2(a) – Sole Proprietor:

Your name in full \_\_\_\_\_ Age \_\_\_\_\_  
.....  
Nationality \_\_\_\_\_ Country of origin \_\_\_\_\_  
.....  
Citizenship \_\_\_\_\_  
details.....

Party 2(b) – Partnership  
Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....

3.  
.....  
.....

4.  
.....  
.....

5.  
.....  
.....

Part 2(c) – Registered Company:

Private or public

.....

State the nominal and issued capital of the company –

Nominal Kshs. ....

Issued Kshs. ....

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.	.....			
	.....			

2.	.....			
	.....			

3.	.....			
	.....			

4.	.....			
	.....			

5.	.....			
	.....			

Date..... Signature of Tenderer

.....

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

## 6.5 TENDER SECURITY FORM

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

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_ 20 \_\_\_\_\_

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

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

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

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

REPUBLIC OF KENYA



KWALE COUNTY ASSEMBLY

## DECLARATION FOR CODE OF ETHICS

### **Title**

This code may be cited as the Code of Ethics for Suppliers in Public Procurement & Disposal

### **1. Interpretation**

#### **In this codes, unless the context otherwise requires-**

“**The Act**” **MEANS** The Public Procurement and Disposal Act, 2005 or any amendment or modification thereof

“**Candidate**” means a person who has obtained the tender documents from a public entity pursuant to an invitation notice by a procuring entity

“**Code of Ethics**” means a statement encompassing the set of rules based on values and the standards of conduct to which suppliers are expected to conform

“**Consultant**” is a person who provides services of predominantly intellectual, technical or advisory nature

“**Contractor**” means a person who enters into a procurement contract with a procuring entity to supply goods, works or services, and includes the main contractor

“**Ethics**” means values, customs, rules or principles, which govern right conduct

“**Gift**” has meaning assigned to it in the Leadership and Integrity Regulations, 2015

“**Integrity**” means the quality of being honest and having strong moral and ethical principles “**Persons**” has meaning assigned to it in Article 260 of the Constitution and includes sole proprietorship

“**Procuring Entity**” means a public entity making a procurement to which the Public Procurement and Disposal Act, 2005 or any amendment or modification thereof applies

“**Public Officer**” has the meaning assigned to it in Article 260 of the Constitution

“**Regulations**” means regulations made under the Public Procurement and Disposal Act, 2005 or any amendment or modification thereof

“**State Officer**” has the meaning assigned to it in Article 260 of the Constitution .

“**Supplier**” means a candidate, bidder, and tenderer, Contractor, service provider or a consultant.

“**Tenderer**” means a person who submitted a tender pursuant to an invitation by a public entity

For purposes of this Code, all terms used, unless expressly defined herein, have the meaning assigned to them in the Act.

## **2. Application of the Code**

- a) This Code of Ethics is applicable to suppliers participating in public procurement or disposal of public assets.
- b) The objective of the Code is to set minimum standards of ethical behaviour for Suppliers to ensure compliance with the Act and the Regulations and the adoption of good business practices.

## **PART II – REQUIREMENTS/OBLIGATIONS OF THE SUPPLIERS**

### **3. Laws and Regulations**

- a) All public procurement & disposal shall be undertaken in accordance with the values and principles of the Constitution of Kenya, 2010 (Article 10)
- b) All Suppliers shall comply with the rule of Law.
- c) Suppliers shall observe other laws, regulations, rules and practices relating to taxation, labour, health and safety standards as well as environmental protection.

### **4. Professionalism**

- a) Suppliers are required to comply with professional standards of their industry or of any professional body of which they are members. Where a supplier is a member of a professional body, the Supplier shall uphold the code of ethics of the respective profession and be of good standing.
- b) Suppliers shall maintain the highest standards of integrity and professionalism in their operations.
- c) Suppliers in public procurement shall accord mutual respect and courtesy to the public officer(s) and other suppliers without compromising their independent and distinct roles.
- d) Public procurement & disposal activities shall be undertaken with the objective of meeting the closest public scrutiny.

### **5. Impartiality**

A supplier shall not engage in acts aimed at encouraging patronage, tribalism, cronyism and nepotism.

## **6. Gifts, Favors and Corrupt practices**

- a) A supplier shall not offer or give gifts of any kind to public entities and/or the employees.
- b) No supplier shall contact, unduly influence or exert pressure on any member of a committee or any other employee of a procuring entity to take a particular action which favours or tends to favour them.
- c) A supplier shall not engage in fraudulent, collusive, or corrupt practices, or inappropriate influences.
- d) A supplier shall not act inappropriately by attempting to interfere with the procurement process

## **7. Conflict of Interest**

- a) A supplier shall not accept contracts which would constitute a conflict of interest with any prior or current contract. Suppliers shall disclose to all concerned parties those conflicts of interest that cannot be reasonably avoided.
- b) A supplier shall not enter into a contract with a procuring entity if the supplier is:
  - (i) An employee of the procuring entity or a member of a board or committee of the procuring entity;
  - (ii) A State Officer, public Officer or a member of a board or committee of the Government or any department of the Government or a person appointed to any position by the President or a Cabinet Secretary;
  - (iii) A person, including a corporation, who is related to a person described in paragraph (a) or (b). A relative has meaning assigned to it in section 33(2) of the Public Procurement and Asset Disposal Act, 2015 or any amendment or modification thereof applies
  - (iv) Debarred from participating in procurement proceedings.

## **8. Performance of Duties**

- 1) A supplier shall:
  - a. Duly sign this code of ethics and include it in a tender, proposal or quotation submitted.
  - b. Obtain and submit bid documents in the manner prescribed in the tender notice and tender documents
  - c. Supply the right quantity and quality of the contracted item and deliver at the stipulated time(s) and shall not abandon the work that they have been contracted to do.
  - d. Perform the obligations of the contracts efficiently and effectively
- 2) Suppliers shall not participate in procurement proceedings without invitation to tender and understanding the instructions to tenderers.

3) While responding to tenders, quotations or request for proposals, bidders should not include unfair, discriminatory or unreasonable conditions in their bids.

4) Suppliers should

a. Ensure that their deliverables provide value for money in terms of cost, quality, quantity and timeliness of the delivered works, goods or services.

b. Ensure that competent persons carry out the contractual obligations of the supplier. c. Accept full responsibility for all works, services or supplies provided

5) A supplier shall not

a. Obstruct or hinder an officer of the Authority or any other authorized person from carrying out a duty or function or exercising a power relating to procurement and disposal.

b. Knowingly or in collusion with others lie to or mislead a person carrying out a duty or function or exercising a power relating to procurement and disposal.

## **9. Communication and Accuracy of Information**

A supplier shall:

1) Observe strict communication limitations during the bidding process and as provided for in the Act

2) Respond promptly and courteously to all proper requests for information, clarifications, complaints or enquiries from procuring entities, the Authority or any law enforcement agency.

3) Ensure that all information provided to procuring entities is given in writing by Authorized Officers.

4) Ensure that certified copies of all mandatory certificates are available

5) Ensure that information given while participating in public procurement or disposal is true, accurate and fair, and not designed to mislead.

## **10. Confidentiality**

Information obtained in the course of performance of a procurement contract shall not be disclosed to unauthorized persons and shall not be used for the Supplier's advantage or material gain or for furtherance of private interest. The obligation to preserve the confidential information continues even after the business/contractual relationship with the Procuring Entity ends.

## **11. Duty to report impropriety/corruption**

A supplier shall reject and report to the PPOA and/or the relevant agency any procurement practice which might be deemed improper.



### **PART III - OVERSIGHT BY THE PPOA**

- 12.** PPOA shall assist in undertaking continuous training of the suppliers to eliminate malpractices which might arise due to ignorance of the public procurement system.
- 13.** PPOA will exercise oversight in the enforcement of this Code of Ethics, including taking remedial measures where the Code of Ethics is breached
- 14.** PPOA shall revise the code of ethics as appropriate in consultation with the relevant stakeholders

### **PART IV - COMPLIANCE & MONITORING**

- 15.** A Procuring Entity may conduct due diligence, on-site evaluations and inspections of suppliers' facilities and/or project site, including those of their subcontractors and Joint Venture partners to review their compliance to this Code during execution of the Contract.
- 16.** PPOA shall, on its own motion or upon receipt of a complaint, inquire into the allegation of the violation of the Code of Ethics and institute debarment proceedings in line with Regulation 90 of the Public Procurement And Disposal Regulations, 2006
- 17.** PPOA shall establish a complaints management system for reporting and receipt of complaints on alleged violations of the Code of Ethics
- 18.** PPOA may collaborate and partner with other agencies, organizations and professional bodies in enforcement of this Code of Ethics.
- 19.** All Procuring Entities shall submit a report to PPOA, annually or upon request, of any breaches by suppliers, and any action taken against the breach, in such format as is provided by PPOA.

### **PART V - ENFORCEMENT OF THE CODE**

- 20.** Any person may lodge a complaint alleging a breach of this code by a supplier to the Authority or a Procuring entity.
- 21.** Upon receipt of the complaint, the Authority or the Procuring entity shall register and carry out investigations into the complaint, and may take action against the supplier in accordance with the Act and any Regulations
- 22.** A breach of this Code shall be subject to a debarment process as stipulated in the Act which may attract a debarment for a period not less than five years. The breach may further be subjected to a Court process that may lead to the imposition of other penalties as stipulated in the Act and other Laws.
- 23.** A Procuring Entity may disqualify a supplier from further participation in a procurement or disposal proceeding or terminate a contract if it establishes a breach of this Code
- 24.** A breach of this Code shall lead to termination of registration of a supplier
- 25.** A supplier who violate the law or engage in unethical business dealings may be subject to disciplinary proceedings.

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**COMMITMENT TO THE CODE OF ETHICS** *(to be submitted as part of any quotation or tender)*

I ..... (Supplier) Confirm that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act 2015 and the Code of Ethics for

Suppliers and my responsibilities under the Code.

I also certify that I am duly authorized to sign this Code on my own behalf and on behalf of my organization, and agree to comply with the Code of Ethics.

Name..... Sign.....

Position.....

Office

address.....

Telephone.....

... E-

mail.....

Name of the

Firm.....

**(Company Seal/ Rubber Stamp where applicable)**

Sworn at ..... }

By the said ..... }

Deponent

this.....day of.....20..... }

Before Me }

}

**Commissioner for Oaths/Magistrate}**

**6.6 PERFORMANCE SECURITY FORM**

To: .....  
*[Name of procuring entity]*

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

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

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

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

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

Signature and seal of the Guarantors

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

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

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

*(Amend accordingly if provided by Insurance Company)*

**6.7 INSURANCE COMPANY'S AUTHORIZATION FORM**

To [name of the Procuring entity] .....

WHEREAS .....[ name of the manufacturer] who are established and reputable Insurers of ..... [name and/or description of the goods / service] having offices at ..... [address of Offices] do hereby authorize ..... [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... [reference of the Tender] for the above services offered by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the services offered by the above firm against this Invitation for Tenders.

\_\_\_\_\_  
[signature for and on behalf of Insurance Company]

Note: This letter of authority should be on the letterhead of the Insurance Company and should be signed by a person competent.

**6.7 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.

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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