

COUNTY GOVERNMENT OF EMBU



TENDER NO: EBU/CNT/ T/12//2018/2019-2019/2020

PROVISION OF MOTOR VEHICLE INSURANCE POLICY FOR EMBU COUNTY

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MAY2018

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SECTION I INVITATION FOR TENDERS

INVITATION DATE: 31st May, 2018

TENDER NO. EBU/CNT/T/12//2018/2019-2019/2020

TENDER NAME: (PROVISION OF MOTOR VEHICLE INSURANCE POLICY FOR EMBU COUNTY)

The County Government of Embu invites sealed tenders from eligible candidates for the PROVISION OF MOTOR VEHICLE INSURANCE POLICY FOR EMBU COUNTY.

A complete set of tender documents may be freely downloaded from the County website:-www.embu.go.ke

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box situated outside the County Boardroom, or be addressed to the County Secretary- Embu, P.O. Box 36-60100 Embu so as to be received on or before **14th June,2018 at 12.00 Noon.**

Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for a period of two years (365*2) days from the closing date of the tender.

Tenders will be opened immediately thereafter in the presence of the candidates and/or representatives who choose to attend as will be directed by the county secretary.

COUNTY SECRETARY
EMBU COUNTY

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

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

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

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

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

2.5 Amendment of Tender Documents

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.

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

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

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 Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below.

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;

Tender security furnished in accordance with paragraph 2.12 (if applicable)

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

The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

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

Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.2.2

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

Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

Prices variation requests shall be processed by the procuring entity within 30 days receiving the request.

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 Tender.

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) A bank guarantee.
- b) 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 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.

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 31.
- (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 **14th June, 2018 at 12.00 Noon.**

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 **14TH June, 2018 at 12.00 Noon.**

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.

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, on **14TH June, 2018 at 12.00 Noon at 12.00 noon** 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 tender 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.

(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 2.22.2. 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 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 award, the tenderers shall have the following

- a. Necessary qualifications, capacity 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 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 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.

(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 tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.24.6A 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 2.29. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.25.3 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

2.26. Procuring entity's Right to Vary quantities

2.26.1 The procuring entity reserve the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

2.27. Procuring entity's Right to accept or Reject any or all Tenders

2.27.1 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.

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.

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

2.29 Performance Security

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

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

2.30 Corrupt or Fraudulent Practices

2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

Appendix to instructions to Tenderers

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

INSTRUCTION TO TENDER REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1	<p>a) The Insurance Brokers should meet the following conditions:</p> <ul style="list-style-type: none"> (i) Must be registered with Commissioner of Insurance for the current year and copy of the license to be availed. (ii) Must provide a list of any five reputable clients and total clients premiums for the last three (3) year. (iii) Should have handled Insurance services for the last five years (iv) Must provide copies of the following <ul style="list-style-type: none"> • Pin Certificate • Tax Compliance Certificate • Certificate of registration (v) Should indicate at least three Technical/Management staff currently hired by the respective organization. (vi) Must be a member of the Association of Insurance Brokers (AIB) (vii) Must have a professional Indemnity Insurance Cover of at least KShs. 20 Million and copy must be availed (ix) Bids shall be submitted with tender security of Ksh.200,000.00 from a reputable bank OR Insurance <p>b) For Insurance Company</p> <ul style="list-style-type: none"> (i) Must be registered with Commissioner of Insurance for the current year and copy of the license to be availed. (ii) Must provide a list of any five reputable clients and total clients premiums for the last three (3) year. (iii) Should have handled Insurance services for the last five years

	<p>(iv) Must provide copies of the following</p> <ul style="list-style-type: none"> • Pin Certificate • Tax Compliance Certificate • Certificate of registration <p>(v) Should indicate at least three Technical/Management staff currently hired by the respective organization.</p> <p>(vi) Must be a member of the Association of Insurance Brokers (AIB)</p> <p>(vii) Must be a member of the Association of Kenya Insurance (AKI)</p> <p>(viii) Must have done annual gross premium in previous years of Kshs. 50 Million</p> <p>(ix) Must have paid up capital of at least KShs. 300 Million</p>
2.12	Bids shall be submitted with tender security of Ksh.200,000.00
2.2.2	Charges for the tender document is not required

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 superseded 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 Special Conditions of Contract

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

3.10. 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

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

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

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

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

3.14 Resolution of Disputes

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

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

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

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

4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY

- 4.1.1 Note that this is a two year contract.
- 4.1.2 Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted.
- 4.1.3 Must have done annual gross premiums in previous year of **Kshs.50,000,000.00**
- 4.1.4 Must have paid up capital of at least **Kshs. 300,000,000.00**.
- 4.1.5 Must give a list of 5 (five) reputable clients and the total clients premiums for the last three (3) year
- 4.1.6 Must submit a copy of the audited accounts for the previous year (2015 ,2016 and 2017)
- 4.1.7 Must have total number of management staff of at least 3No.
- 4.1.8 Must submit copies of the following documents;
 - (a) PIN Certificate
 - (b) Tax Compliance Certificate
 - (c) Certificate of Registration/Incorporation
- 4.1.9 Must be a member of the Association of Kenya Insurance (AKI)
Bids shall be submitted with tender security of Ksh.200,000.00

4.2. CONDITIONS TO BE MET BY INSURANCE BROKER

- 4.2.1 Note that this is a two year contract.
- 4.2.2 Must be registered with the Commission of Insurance for current year and a copy of the current license be submitted.
- 4.2.3 Must have a Bank guarantee of **Kshs. 3,000,000.00** deposited with the Commissioner of Insurance and a Copy be submitted
- 4.2.4 Must have a Professional Indemnity Insurance Cover of at least **Kshs. 100,000,000.00** and a copy be submitted
- 4.2.5 Must give a list of **5 (five)** reputable clients and the total clients premium in the last three **(3) year**
- 4.2.6 Must submit a copy of the audited accounts for the previous year (2015,2016 and 2017)
- 4.2.7 Must be a current member of the Association of Insurance Brokers (AIB)
Bids shall be submitted with tender security of Ksh.200,000.00

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

REFERENCE OF GENERAL CONDITIONS OF CONTRACT	SPECIAL CONDITIONS OF CONTRACT
3.6	Performance Security Not required for this tender
3.8	Payment <ul style="list-style-type: none">• After terms and Conditions of Order request are met.

SECTION V - SCHEDULE OF REQUIREMENTS

1. (DETAILS OF THE MOTOR VEHICLE INSUREANCE POLICY)

Background

County Government of Embu was established under Article **176** of the Constitutional Act of Kenya 2012.

NB:/The insurance policy shall run for two financial years. 2018-2019/2019-2020.

MOTOR COMMERCIAL THIRD PARTY POLICY

Indemnity against legal liability to third parties arising out motor vehicles owned or operated by the County.

Commercial third party cover as per list provided.

Limits of Liability

- Third Party Persons – Unlimited
- Third Party Property – Shs 10 million
- Passenger Liability – Shs 4 million per person, Shs 12 million in all

Cancellation Notice – Minimum sixty (60) days.

Extensive Clauses

1. Endorsement 19K & 19M (cover extended to insured's employees and family)
2. Passenger legal liability
3. Liability for passengers acts of negligence
4. Emergency medical expenses – Shs 100,000/=

MOTOR COMMERCIAL COMPREHENSIVE

Indemnity against loss of or damage to motor vehicles and legal liability to third parties arising out of motor vehicles owned or operated by the County. Commercial comprehensive cover on county vehicles. The list of vehicles shall be provided to the winning bidder.

Proposed Limits of Liability

- **Third Party Persons – Unlimited**
- **Third Party Property – Shs 10 million**
- **Towing Charges – Shs 30,000/=**
- **Repair Authority – Shs 100,000/=**
- **Medical Expenses – Shs 30,000/=**
- **Radio Cassette – Shs 30,000/=**
- **Windscreen – Shs 50,000/=**

Cancellation Notice – Minimum sixty (60)days

Extensive Clauses

1. Endorsement 19K & 19M
2. Passenger legal liability
3. Liability for passengers acts of negligence
4. Special perils
5. Strike, riot and civil commotion
6. Indemnity whilst vehicle is in the custody of a motor trade
7. Windscreen/window glass damage
8. Unspecified radio/cassette
9. All special perils
10. Use by a motor trader
11. Personal effects sh 100,000

MOTOR PRIVATE COMPREHENSIVE POLICY

Indemnity against loss of or damage to motor vehicles (saloons and station wagons) and legal liability arising out of motor vehicles owned or operated by the County.

Comprehensive cover vehicles.

Cover subject to a comprehensive valuation which will be done free of charge at the insured's convenience

Cancellation Notice – Minimum sixty (60) days.

Proposed Limits of Liability

- Third Party Persons – Unlimited
- Third Party Property – Shs 10 million
- Passenger Liability – Shs 4 million per person, Shs 12 million in all
- Towing Charges – Shs 30,000/=
- Repair Authority – Shs 30,000/=
- Medical Expenses – Shs 30,000/=
- Radio Cassette – Shs 30,000/=
- Windscreen – Shs 40,000/=

Extensive Clauses

1. Endorsement 19K & 19M
2. Passenger legal liability
3. Liability for passengers acts of negligence
4. All Special perils
5. Strike, riot and civil commotion
6. Indemnity whilst vehicle is in the custody or use of a motor trader
7. Windscreen/window glass damage
8. Unspecified radio/cassette
9. Personal effects Shs 100,000

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 **Technical Evaluation Criteria**- This form shows the summary of Technical Evaluation Criteria for this Tender.

Form of Tender

To:

Date:.....

County Secretary
County Government of Embu
P.O. Box 36-60100

EMBU

Tender No. EBU/CNT/T/12/2018/2019-2019/2020 (PROVISION OF MOTOR VEHICLE INSURANCE POLICY FOR EMBU COUNTY)

Gentlemen and/or Ladies:-

1. Having examined the Tender documents, we the undersigned, offer to provide motor vehicle insurance policy under this tender in conformity with the said Tender document at the annual premium rates applicable as 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 motor Insurance Cover in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of two years (365 *2) 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 _____ 2014

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Form

ITEM NO.	DESCRIPTION OF POLICY	ANNUAL PREMIUM RATES % Applicable(KSHS.)	Indicate Excess or deductible proposed
1.	Motor commercial third party policy.		
2.	Motor commercial comprehensive.		
3.	Motor private comprehensive policy.		
4.	Motor cycle comprehensive		
5.			
6.			
7.			
8.			
9.			

Contract Form

THIS AGREEMENT made theday of20

Between [COUNTY GOVERNMENT OF EMBU] KENYA (hereinafter called “the Procuring entity”) and

KENYA (hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the medical insurance cover and has accepted a tender by the tenderer for the provision of the medical services EBU/CNT/-----/2018/2019-2019/2020 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 medical insurance cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

Presence of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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]

TECHNICAL EVALUATION FORM - SERVICE

The tenderer is expected to complete Part 1 and 3 of this form.

Part 1: General Information

Tenderers Name:.....
Postal Address:.....
Telephone:..... Fax.....
Physical Address:.....
Tender No:..... Description:.....

Part 2: Evaluation stages:

The evaluation process of this tender will be done in three stages as follows:-

- A. Preliminary/Mandatory Evaluation
- B. Technical Evaluation
- C. Financial Evaluation

A. Preliminary/Mandatory Evaluation

1. Insurance Company/Companies

- (i) Must be registered with the Commissioner of Insurance (Provide copy of Certificate(s))
- (ii) Must be a member of the Association of Kenya Insurance (AKI) (Provide membership certificate)
- (iii) Must have Trade License – 2018
- (iv) Must submit copies of the following: -
 - PIN Certificate
 - Tax Compliance Certificate
- (v) Must provide proof of Financial position (provide copies of Audited Accounts for Year 2015,2016 & 2017)
- (vi) Must have been in business for at least five (5) years.
- (vii) Must provide list of clientele.
- (viii) Must sign form of bid and stamp
- (ix) Must serialize the document

2. Insurance Broker(s)

- (i) Must be registered with the Commissioner of Insurance (Provide copy of Certificate(s))
- (ii) Must be a member of the Association of Insurance Brokers (AIB) (Provide membership certificate)
- (iii) Must have Trade License – 2018
- (iv) Must submit copies of the following: -
 - PIN Certificate
 - Tax Compliance Certificate

- (v) Must provide proof of Financial position (provide copies of Audited Accounts for Year 2015,2016 & 2017)
- (vi) Must have been in business for at least five (5) years.
- (vii) Must provide list of clientele for the last 3 years
- (viii) Must sign form of bid and stamp
- (ix) Must serialize the document

B. Technical Evaluation

The bidder who will qualify in Preliminary/Mandatory stage will be evaluated in this stage and awarded points based on the following requirements:

1. Insurance Company

- (i) Must have paid up capital of at least Kshs. 300,000,000.00
- (ii) Must have done annual gross Premium in previous years of over Kshs. 50,000,000.00
- (iii) Must give a list of five (5) reputable clients and total client premium in the last three (3)year
- (iv) Must have a total number of five (5) Technical staff and three (3) Management staff (Curriculum Vitae be submitted)
- (v) Past Performance (if previous in business with us)

2. Insurance Broker(s)

- (i) Must have a Bank Guarantee of KShs. 1,000,000.00 as required by the Commissioner of Insurance (Copy to be submitted)
- (ii) Must have a Professional Indemnity Cover of at least KShs. 20,000,000.00
- (iii) Must give a list of five (5) reputable clients and total client premium in the last three (3)year
- (iv) Must have a total number of five (5) Technical staff and three (3) Management staff (Curriculum Vitae be submitted)

C. Financial (Premium) Evaluation

The bidders who will succeed in preliminary/Mandatory and Technical Evaluation will be analyzed based on the Premium Evaluation. The lowest evaluated bidder will qualify for the Tender Award.

Part 3:Declaration (For Tenderer Only)

(The Tenderer is expected to state categorically whether he/she will/will not accept to be evaluated on the above criteria) if not you will be disqualified automatically.

Q. Will you accept your bid to be evaluated based on the above criteria and abide them during the entire period of the tender (tick appropriately below?)

No:

Yes:

Official Stamp:

Sign:

Date:

.

