

COUNTY GOVERNMENT OF TAITA TAVETA



TENDER DOCUMENT

**TAITA TAVETA COUNTY ASSEMBLY
P. O. BOX 1142 - 30304
WUNDANYI**

**PROVISION OF CREDIT PROTECTION COVER FOR STAFF
AND MCA'S ON MORTGAGES AND CAR LOANS
FOR TAITA TAVETA COUNTY ASSEMBLY**

**TENDER NO: TTCA/ 42 /2019-2020
CLOSING DATE 9th JANUARY 2020**

SECTION I - INVITATION TO TENDER

1.1.1 The TAITA TAVETACOUNTY ASSEMBLY invites sealed bids for Provision of Credit Protection Cover.

1.1.2 Interested eligible candidates may obtain bid documents from the Procurement Office, TAITA TAVETA COUNTY ASSEMBLY OFFICE. The bid documents can also be downloaded **free of charge** from the following websites :[:taitatavetacountyassembly.go.ke](http://taitatavetacountyassembly.go.ke) or <https://www.tenders.go.ke>

1.1.3 Tenders must be accompanied by a 2% Tender Security of in form of a guarantee from a reputable bank or from an Insurance company approved by Public Procurement Regulatory Authority (PPRA) valid for 150 days from the date of opening.

1.1.4 Prices quoted should be **inclusive of all taxes** and must be in Kenya shillings and shall remain valid for **150 days** from the closing date.

1.1.5 Bidder(s) should not mutilate the bid document issued by the procuring entity and shall ensure serialization of pages for each bid submitted.

1.1.6 Duly completed bid document (s) are to be enclosed in plain sealed envelopes, marked with the **“TENDER NUMBER & TENDER DESCRIPTION”** and be addressed to;

**The Assembly Clerk
Taita Taveta County Assembly
P.O. Box 1142-40300
Wundanyi**

And must be received in the tender box at **Taita Taveta County Assembly**
Offices during normal working hours before 9th **January 2020 at 10:30 am**

1.2 Bids shall be opened immediately thereafter in the presence of candidates representative who choose to attend.

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SECTION II - INTRUSTIONS TO TENDERS

2.1 Eligible Tenderers

2.1.1 This invitation for tenders is open to all IRA registered insurance underwriters and Brokers.

2.1.2 TAITA TAVETA COUNTY ASSEMBLY's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 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 Tenders shall bear all costs associated with the preparation and submission of its tender, and TAITA TAVETA COUNTY ASSEMBLY, 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 shall be downloaded free of charge from the County Assembly website.

2.2.3 The TAITA TAVETA COUNTY ASSEMBLY shall allow the tenderer to review the 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 this instruction to tenderers.

- i. Instructions to tenderers
- ii. Form of tender
- iii. Price schedules
- iv. Contract 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 TAITA TAVETA COUNTY ASSEMBLY by post by email at the TAITA TAVETA COUNTY ASSEMBLY address indicated in the Invitation for tenders. The TAITA TAVETA COUNTY ASSEMBLY 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 TAITA TAVETA COUNTY ASSEMBLY. Written copies of the TAITA TAVETA COUNTY ASSEMBLY 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 TAITA TAVETA COUNTY ASSEMBLY shall reply to any clarification 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.

2.5.1 At any time prior to the deadline for submission of tenders, TAITA TAVETA COUNTY ASSEMBLY, for any reason, whether at its own initiative or in response to a clarification requested by 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 any amendment by post 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, TAITA TAVETA COUNTY ASSEMBLY, 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 TAITA TAVETA COUNTY ASSEMBLY, 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/prevail.

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)

2.8 Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the original Price schedule provided 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.

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 qualification to perform the contract if its tender is accepted.

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

2.11.3 The names of the bidder should remain consistent in the entire bid document including all attachments.

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 be 2% of price quoted in form of a guarantee from a reputable bank or from an Insurance company approved by Public Procurement Regulatory Authority (PPRA) valid for 150 days from date of opening.

2.12.3 The tender security is required to protect TAITA TAVETA COUNTY ASSEMBLY 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 PPRA.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by TAITA TAVETA COUNTY ASSEMBLY as non-responsive, pursuant to paragraph 2.20.5

2.12.6 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.

2.12.7 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.
- 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 **150 days** after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by TAITA TAVETA COUNTY ASSEMBLY as Non-responsive.

2.13.2 In exceptional circumstances, TAITA TAVETA COUNTY ASSEMBLY may solicit the Tenderer's consent for 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 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 initiated 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 Marketing 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”**. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- a) Be addressed to TAITA TAVETA COUNTY ASSEMBLY at the address given in the Invitation to Tender.

Bear tender number and name in the invitation to tender and the words, **“DO NOT OPEN BEFORE 9th January 2020 at 10:30 am.**

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

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, TAITA TAVETA COUNTY ASSEMBLY will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for submission of Tenders

2.16.1 Tenders must be received by the procuring entity at the address specified under paragraph not later than **9th January 2020 at 10:30 am.**

2.16.2 TAITA TAVETA COUNTY ASSEMBLY, 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 TAITA TAVETA COUNTY ASSEMBLY and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity at the procurement office.

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; it’s received by TAITA TAVETA COUNTY ASSEMBLY 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 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 Tender's forfeiture of its tender security.

2.18 Opening of Tenders

2.18.1 TAITA TAVETA COUNTY ASSEMBLY will open all tenders in the presence of tenderers' representatives who choose to attend, on **9th January 2020 at 10:30 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 TAITA TAVETA COUNTY ASSEMBLY, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 TAITA TAVETA COUNTY ASSEMBLY 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 TAITA TAVETA COUNTY ASSEMBLY 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 TAITA TAVETA COUNTY ASSEMBLY in tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 TAITA TAVETA COUNTY ASSEMBLY 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 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

2.20.3 TAITA TAVETA COUNTY ASSEMBLY 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 tender.

2.20.4 TAITA TAVETA COUNTY ASSEMBLY prior to the detailed evaluation, pursuant to paragraph 2.20, TAITA TAVETA COUNTY ASSEMBLY 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. TAITA TAVETA COUNTY ASSEMBLY'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 TAITA TAVETA COUNTY ASSEMBLY and may not subsequently be made the tenderer by correction of the non conformity.

2.21 Conversion to single currency

2.21.1 All Prices shall be quoted in Kenya Shillings only. Where other currencies are used, the TAITA TAVETA COUNTY ASSEMBLY 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 Tenderers who fail to meet mandatory requirements will have their bids considered non-responsive. Evaluation of mandatory requirements will form the first stage of tender evaluation and tenderers who fail at this stage will have their bids rejected.

2.22.2 TAITA TAVETA COUNTY ASSEMBLY will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.5.

2.22.3 The comparison shall also include all costs as well as duties and taxes payable.

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

2.23. Contacting TAITA TAVETA COUNTY ASSEMBLY

2.23.1 Subject to paragraph 2.19, no tenderer shall contact TAITA TAVETA COUNTY ASSEMBLY 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 TAITA TAVETA COUNTY ASSEMBLY 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 TAITA TAVETA COUNTY ASSEMBLY 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 TAITA TAVETA COUNTY ASSEMBLY 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 TAITA TAVETA COUNTY ASSEMBLY 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 TAITA TAVETA COUNTY ASSEMBLY will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

- (d) Shall not be debarred from participating in public procurement.

2.26. TAITA TAVETA COUNTY ASSEMBLY's Right to accept or Reject any or all Tenders

2.26.1 TAITA TAVETA COUNTY ASSEMBLY 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 TAITA TAVETA COUNTY ASSEMBLY's action. If TAITA TAVETA COUNTY ASSEMBLY determines

that none of the tenders is responsive, TAITA TAVETA COUNTY ASSEMBLY shall notify each tenderer who submitted a tender.

2.26.2 TAITA TAVETA COUNTY ASSEMBLY 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, TAITA TAVETA COUNTY ASSEMBLY 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 TAITA TAVETA COUNTY ASSEMBLY 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 TAITA TAVETA COUNTY ASSEMBLY 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 TAITA TAVETA COUNTY ASSEMBLY notifies the successful tenderer that its tender has been accepted, TAITA TAVETA COUNTY ASSEMBLY 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 TAITA TAVETA COUNTY ASSEMBLY.

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 General Conditions of the Contract, in a form acceptable to TAITA TAVETA COUNTY ASSEMBLY.

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 TAITA TAVETA COUNTY ASSEMBLY may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 TAITA TAVETA COUNTY ASSEMBLY 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 TAITA TAVETA COUNTY ASSEMBLY 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.

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 TAITA TAVETA COUNTY ASSEMBLY'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 TAITA TAVETA COUNTY ASSEMBLY 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 TAITA TAVETA COUNTY ASSEMBLY'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 TAITA TAVETA COUNTY ASSEMBLY and shall be returned (all copies) to TAITA TAVETA COUNTY

ASSEMBLY on completion of the contract's or performance under the Contract if so required by TAITA
TAVETA COUNTY ASSEMBLY.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify TAITA TAVETA COUNTY ASSEMBLY 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 As Performance Security, the Insurance Broker shall be expected to have a Professional Indemnity cover for not less than Kshs.100Million from a reputable insurance company valid for the entire period of the tender validity and upon award of the contract, the cover shall remain and be extended to the full term of the policy.

3.6.2 Compensation shall be claimed against this cover if the Broker fails to perform any of its obligations or is in breach of any of its material 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. Termination for Default

3.8.1 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 TAITA TAVETA COUNTY ASSEMBLY.
- b) If the Contractor fails to perform any other obligation(s) under the Contract
- c) If the Contract in the judgment of TAITA TAVETA COUNTY ASSEMBLY has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.8.2 In the event TAITA TAVETA COUNTY ASSEMBLY 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 TAITA TAVETA COUNTY ASSEMBLY for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.9 Termination for Insolvency

3.9.1 TAITA TAVETA COUNTY ASSEMBLY 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 TAITA TAVETA COUNTY ASSEMBLY

3.10 Termination for Convenience

3.10.1 TAITA TAVETA COUNTY ASSEMBLY 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 TAITA TAVETA COUNTY ASSEMBLY convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.10.2 For the remaining part of the contract after termination TAITA TAVETA COUNTY ASSEMBLY may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.11 Resolution of Disputes

3.11.1 TAITA TAVETA COUNTY ASSEMBLY 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

3.11.2 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.

3.12 Governing Language

3.12.1 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.

3.13 Applicable Law

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

3.14 Force Majeure

3.14.1 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.

3.15 Notices

3.15.1 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.

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

EVALUATION CRITERIA

a) Mandatory Qualifying Requirements for Brokers

- (i) Copy of incorporation or registration Certificate.
- (ii) Copy of Valid Tax Compliance Certificate.
- (iii) Tender Security 2% of total price quoted.
- (iv) Professional Indemnity covers for not less than Kshs.200Million.
- (v) Must have paid up capital of at least Kshs.47million.
- (vi) Copy of Registration Certificate as a broker by the IRA & Proof of renewal in the current financial year.
- (vii) Copy of membership certificate from the Association of Insurance Brokers of Kenya.
- (viii) An original letter of undertaking from the proposed insurance underwriter.
- (ix) Duly filled, signed and stamped form of tender.
- (x) Duly filled original price schedule.
- (xi) Original quotation from the proposed insurance underwriter.
- (xii) Copy of CR 12
- (xiii) Duly filled Self Declaration that the Person/Consultant is not debarred in the Matter of the Public Procurement and Asset Disposal Act 2015.
- (xiv) Duly filled Self Declaration that the Person/Consultant will not engage in any Corrupt or Fraudulent Practice.
- (xv) Insurance Broker must have regional presence in Kenya.

b) Mandatory Qualifying Requirements for Underwriters

- (i) Copy of Valid Tax Compliance Certificate
- (ii) Copy of Registration Certificate as an underwriter by IRA & Proof of renewal in the current financial year.
- (iii) Copy of membership certificate from the Association of Kenya Insurers.
- (iv) Evidence of Re-insurance Treaties
- (v) Must have paid up capital of at least Kshs.450 Million.

- (vi) Must have annual gross premiums of Kshs.500Million excluding Motor Insurance (for the two previous years - 2017 & 2018).
- (vii) Copy of CR 12 for Companies generated within the last 3 months.
- (viii) Must provide a list of five (5) reputable clients each with a total premium of not less than 10Million in the previous two years (2017 & 2018).
- (ix) Must have provided Group Life Insurance Cover for the last 10 years.

c) Technical Evaluation Criteria - (100 Marks)

S/N	Technical Evaluation	Score
1.	Experience of at least 10 years in provision of Insurance Brokerage Services. (Attach evidence of assignments handled) (5 Marks each year)	25 Marks
2	Minimum annual premium turnover of Kshs. 300,000,000 (year 2018)	5 Marks
3	Proof of claim settlement from at least 3 clients. With a minimum claim of Kshs. 500,000 each. (within 2016,2017,2018) (5 Marks for each claim)	15 Marks
4	Letters of reference from at least 5 clients (5 Marks for each client)	25 Marks
5	Audited accounts for the last 2 years, signed by the Auditor (year 2017 & 2018) (5 Marks for each year)	10 Marks
6	Provide CVs and Testimonials of 4 key professional /technical staff (3 Marks for each)	12 Marks
7	Detailed write up on policies administration/claim processing timelines	8 Marks

NB:

Bidders shall be required to obtain a minimum of seventy (70) marks at the Technical Evaluation in order to qualify to proceed to next Financial Evaluation stage.

c. Financial Evaluation Criteria

- (i) Technically responsive bids will be financially ranked based on amount quoted per policy.
- (ii) The successful bidder shall be the bidder with the lowest evaluated price per policy.

NOTES:

1. The Broker/ Underwriter shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the policies quoted for the premium including applicable taxes, duties and levies, brokerage remuneration and excess limits from 1st January 2020 to 31st December 2022.
2. The Broker shall propose only one Underwriter per policy. Where a Broker furnishes quotations from more than one proposed Underwriter, the Corporation shall be entitled to reject the Broker's bid as non-responsive.
3. The Broker's price schedule shall be supported by price quotations from the proposed Underwriter. Where there is a price variation(s) between brokers' and Underwriters' quotations, this shall be accompanied by a letter from the Underwriter that they shall incept cover on the lower quotation.
4. Unit prices and rates quoted and indicated by the Broker shall be fixed during the term of the contract. Brokers shall ensure that the sums insured under the policies may be adjustable accordingly by suitable means at the discretion of the Client from time to time without changing the unit rates and not subject to variation on any account.

SECTION V - SCHEDULE OF REQUIREMENTS

A. SCHEDULE OF REQUIREMENTS FOR GROUP CREDIT LIFE ASSURANCE COVER FOR MCAS

	POLICY	Group Credit Life Assurance
	PERIOD	Signing the contract. The contract between the successful bidder and the Procuring entity will be signed within a period of 60 days From the date of contract commencement.
	SCOPE OF COVER	Provision of credit protection for loans in case of death, Transfer or dismissal Of staff and the MCAS
	INTEREST/SUM INSURED	Benefits of credit protection for Mortgage and Car loans Death - of the borrower when the loans are subsisting Dismissal- of the borrower when the loans are subsisting credit protection for loans Funeral Expenses- 100,000 Free Cover Limit- Sum Insured will be Kshs. 200,000,000.00 Number of MCAS and Staff (64)
	EXCESS	NIL
	CANCELLATION NOTICE	Sixty (60) Days
	INCLUDING EXTENSIVE CLAUSES	<ul style="list-style-type: none"> v Age limit: 18-75 years v Disappearance v Worldwide cover v Exposure, excluding aircrew duties v Hijack v Mountaineering, excluding use of ropes and guides v Payment on account v Declaration v Automatic additions/deletions v Riot, strike and civil commotion v Trustees v 24 hour cover duty or pleasure v Including aviation risks v Evacuation within East Africa v Political risks v HIV/AIDS inclusion

PRICE SCHEDULE FORM

Bidders shall ensure the following price schedule is duly signed and stamped.

PRICE SCHEDULE

S/N	Description	Total Annual Premium (Kshs)	Name of Underwriter
1.	Provision of Group		

Signature of Tenderer's authorized official _____

Date _____

Stamp:

FORM OF TENDER

To:

Date

TAITA TAVETA COUNTY ASSEMBLY

Tender No

Tender Name

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)**

..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to
provide Group Life Insurance Cover 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.

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

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.

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.

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

Dated this day of ____ 2019

[Signature] [In the capacity of]
|

Duly authorized to sign tender for and on behalf of

SELF DECLARATION THAT THE PERSON/CONSULTANT IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015

I,, of Post Office Box

being a resident ofin the Republic of
..... do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No.

for (insert Proposal title/description) for
.....(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

..... (Title)..... (Signature)

Bidder's Official Stamp

SELF DECLARATION THAT THE PERSON/CONSULTANT WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I,of P. O. Boxbeing a resident

of in the Republic of..... do hereby
make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
..... (insert name of the Company) who is a Bidder in respect of
Tender No. for (insert
Proposal title/description) or.....(insert
name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not
engage in any corrupt or fraudulent practice and has not been requested to pay any
inducement to any member of the Board, Management, Staff and/or employees and/or agents
of.....(insert name of the Procuring entity) which is the
procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not
offered any inducement to any member of the Board, Management, Staff and/or employees
and/or agents of(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive
practice with other bidders participating in the subject Proposal

5. THAT what is deponed to herein above is true to the best of my knowledge
information and belief.

..... (Title)..... (Signature)

Bidder's Official Stamp

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 banic]** of **[name of county]**, 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]

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 Medical Healthcare 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 Medical Healthcare 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