

**COUNTY GOVERNMENT OF  
NAKURU**

**COUNTY ASSEMBLY OF NAKURU**

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**PROVISION OF GENERAL  
INSURANCE COVER**

**TENDER NO:** CAN/T/O1/2016/17-2017/18

**CLOSING DATE:** 21<sup>ST</sup> OCTOBER 2016 AT 12.00 P.M

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**SECTION I - INVITATION FOR TENDERS**

**TENDER REF. NO** CAN/T/01/2016/17-2017/18

**TENDER NAME:** PROVISION OF GENERAL INSURANCE COVER

- 1.1 The County Assembly of Nakuru invites sealed tenders from eligible candidates for provision of general insurance cover
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at County Assembly of Nakuru, P.O Box 907-20100 Nakuru in the procurement office during normal office working hours.
- 1.3 A complete set of tender documents may be downloaded by interested candidates in the Assembly's website: [www.nakuru.assembly.go.ke](http://www.nakuru.assembly.go.ke)
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for ninety (90) days from the closing date of the tender.
- 1.5 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 at County Assembly of Nakuru reception or be addressed to The Clerk, County Assembly of Nakuru, P.O Box 907-20100 Nakuru so as to be received on or before 21<sup>st</sup> October 2016 at 12.00 p.m
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at the Assembly's board room.

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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.5,000/=

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) Insurance Company's Authorization Form
- (xii) 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.

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

## **2.5 Amendment of Tender Documents**

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

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

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

## **2.6 Language of Tenders**

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and

is qualified to perform the contract if its tender is accepted;

- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

## **2.8. Form of Tender**

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

## **2.9. Tender Prices**

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

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11. Tenderers Eligibility and Qualifications**

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

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the



Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12. Tender Security**

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

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

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

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

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

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

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

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

2.12.8 The tender security may be forfeited:

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

### **2.13. Validity of Tenders**

2.13.1 Tenders shall remain valid for 90 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 **21<sup>st</sup> October 2016, 12.00 p.m**

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**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **21<sup>st</sup> October 2016, 12.00 p.m**

2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

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

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

## **2.18. Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at 12.00 p.m on 21<sup>st</sup> October 2015 and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

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

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

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

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

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which

conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

## **2.21. Conversion to single currency**

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

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

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

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

(a) Operational plan proposed in the tender;

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

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

a) Operational Plan

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

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

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

**2.23. Contacting the Procuring entity**

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

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

**2.24 Post-qualification**

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

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

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

## **2.25 Award Criteria**

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

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

- (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. Procuring entity's Right to accept or Reject any or all Tenders**

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



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

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

## **2.27 Notification of Award**

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

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

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

## **2.28 Signing of Contract**

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

2.28.2 Within seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

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

2.28.4 The parties to the contract shall have it signed within 21 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security**

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

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

## **2.30 Corrupt or Fraudulent Practices**

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

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

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

## Appendix to instructions to Tenderers

The following information for the procurement of medical insurance cover 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.

<b>Instruction to tender reference</b>	<b>Particulars of Appendix to instructions to tenderers</b>
2.1 Eligibility	The tender is open to all tenderers
2.15.2 (b)	The closing date will be on 21 <sup>st</sup> October 2016 at 12.00 p.m
2.16.1	Bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE <b>21<sup>st</sup> October 2016, 12.00 pm</b>
2.18.1	Bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE <b>21<sup>st</sup> October 2016, 12.00 p.m</b>
Tender security	2% of tender sum

**SECTION III - GENERAL CONDITIONS OF CONTRACT**

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## **SECTION III      GENERAL CONDITIONS OF CONTRACT**

### **3.1. Definitions**

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

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

### **3.2. Application**

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

### **3.3. Standards**

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

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

3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

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

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

#### **3.5. Patent Rights**

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

#### **3.6 Performance Security**

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

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

- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

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

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

### **3.8. Payment**

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

### **3.9. Prices**

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

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

3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

### **3.10. Assignment**

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

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

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

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

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



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

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

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

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

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

### **3.14 Resolution of Disputes**

3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

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

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

## SECTION IV – SPECIAL CONDITIONS OF CONTRACT

<b>Reference of general conditions of contract</b>	<b>Special condition of contract</b>
3.7 Delivery of Services	From 1 <sup>st</sup> Nov 2016 to 31 <sup>st</sup> October 2018
3.8 Payment	After the signing of the contract
3.16 Applicable law	The contract shall be interpreted in accordance with the laws of Kenya
3.18 Notices	County Assembly of Nakuru, P.O Box 907-20100 Nakuru

## SECTION V - SCHEDULE OF REQUIREMENTS

### Background

**County Assembly of Nakuru** is an independent Arm of County Government of Nakuru. It is established under Article 176(1) .The objectives of the County Assembly are to Legislate, exercise oversight and represent.

### Scope of Services:

County Assembly of Nakuru requires to procure General Insurance cover and the following areas:

- i. Work injury benefits insurance ( the policy will cover 87 employees of the County Assembly of Nakuru on the following:
  - Medical expenses - Kshs. 200,000
  - Accidental death - 5 years' salary
  - Temporary or total disability - actual earnings up to a maximum 104 weeks
  - Permanent/ total disability - 5 years salary

Annual Basic salary - **Kshs. 179,330,096**

- ii. Burglary insurance
  - Loss or damage to properties caused by theft following actual forcible and violent entry into or exit from premises
  - Damage to the premises occasioned by an actual forcible and violent entry into or exit from the premises

No	Description	Sum assured
1.	Inventory items at the stores	10,000,000
2.	Various equipment, furniture, fittings, fixtures and any other items in the assembly	15,000,000
	<b>Total sum assured</b>	<b>35,000,000</b>

iii. All risks

- Properties consisting electronic data processing equipment

<b>Items</b>	<b>Qty</b>	<b>amount</b>
Desktop computers	50	4,500,000
Fridges	7	250,000
Hansard equipment	Assorted	10,000,000
Air conditioners	3	1,000,000
Camera	2	1,000,000
Video camera	1	500,000
Laptops	100	15,000,000
T.V Sets	12	12,000,000
Cafeteria equipment & appliances	Assorted	7,000,000
Projector	1	100,000
Server	2	1,500,000
Printers	20	1,600,000
Photocopiers	5	2,500,000

iv. Fire and perils

- Earthquake fire and shock
- Standard explosion
- Malicious damage
- Bush fire
- Petrol and mineral oil warranty
- Electrical fire

<b>No</b>	<b>Description</b>	<b>Sum assured</b>
1.	Various premises in the Assembly and the Properties in the premises	150,000,000
2.	Inventory items in the stores	10,000,000
3.	Various equipment, furniture, fittings and fixtures and any	15,000,000

	other contents in the Assembly	
4.	<b>Total sum insured</b>	<b>175,000,000</b>

v. Group personal accident

- Indemnity in respect of bodily injury, death and medical expenses caused solely and directly by violent external, accidental and visible means.

<b>Category</b>	<b>No. of members</b>
M.C.A	75
STAFF MEMBERS	84
BOARD MEMBER	1

**ANNUAL BASIC SALARY SCHEDULE**

<b>CATEGORY</b>	<b>ANNUAL BASIC SALARY (KSHS)</b>
<b>STAFF MEMBERS</b>	<b>45,536,720</b>
<b>M.C.A'S</b>	<b>132,060,864</b>
<b>BOARD MEMBER</b>	<b>1,732,512</b>
<b>TOTAL</b>	<b>179,330,096</b>

**SUMMARY**

<b>COVER</b>	<b>PREMIUM</b>
<b>LEVEL OF COVER: 3</b> times annual basic salary	

Total and permanent disability	
Temporary disability	
Critical illness	
Last expense	
<b>TOTAL PREMIUM</b>	

vi. Employers liability

- Provides indemnity to the employer against liability under common law for damages and claimants', costs and expenses for litigation in respect of death, bodily injury and diseases caused to employees during the period of insurance and arising out of and in course of employment
- Any one person -Kshs 2,000,000
- Any one occurrence -Kshs. 10,000,000
- Any one year - Kshs 20,000,000

vii. Fidelity guarantee

- Provide indemnity to the employer in respect of all pecuniary loss as a result of infidelity of employees/ position declared
- Any fraud or dishonesty on the part of or convined at the employer.

<b>Occupation</b>	<b>No</b>	<b>Limits of liability per person</b>
Payments cashier	1	3,000,000
<b>Total</b>		<b>3,000,000</b>

viii. Public liability

- Accidental bodily injury to or diseases contracted by any person whether fatal or not

- Accidental loss of or damage to material property caused in the course of business.
- Limits of indemnity – **Kshs.10,000,000**
- Any one claim
- General liability claims
- Products liability claim

ix. Money insurance

- Loss of money on the Assembly premises and in transit and/or in the custody of duly authorized employees.
- Loss or damage to safes/ strong rooms and payment office

<b>Schedule</b>	<b>Kshs.</b>
Cash in premises, out of safe and out of business hours	3,000,000
Loss/ damage to safe	3,000,000
Cash in premises during working hours	3,000,000
Cash in transit to and from bank	3,000,000
Cash with senior staff on safari	500,000
<b>Total</b>	<b>12,500,000</b>

x. Comprehensive Motor vehicle insurance cover

- Excess
- Third parties
- Death or bodily injury
- Claims arising out of events

**Assembly's motor vehicle**

<b>Reg Number and make</b>	<b>Value</b>
32 CG 033A MERCEDES BENZ	<b>5,976,000</b>
32 CG 055A TOYOTA PRADO	<b>5,598,000</b>
32 CG 029A FORD EVEREST	<b>3,987,000</b>
32 CG 024A PASSAT	<b>3,879,000</b>



32 CG 010A CHEVROLET	<b>1,872,000</b>
32 CG 028A NISSAN ALMERA	<b>1,971,000</b>
32 CG 030A NISSAN NAVARA	<b>3,474,000</b>
32 CG 025A NISSAN URVAN	<b>2,493,000</b>
32 CG 026A NISSAN URVAN	<b>2,511,000</b>
32 CG 027A NISSAN URVAN	<b>2,529,000</b>
32 CG 031A NISSAN CIVILIAN	<b>6,699,000</b>
32CG 056A TRAILBLAZER	<b>4,680,000</b>
NISSAN D/CAB	<b>3,186,000</b>

### **PREMIUM SUMMARY SCHEDULE**

<b>No.</b>	<b>Description of general insurance</b>	<b>Total premium in Kshs.</b>
<b>1.</b>	Work injury benefits insurance	
<b>2.</b>	Burglary insurance	
<b>3.</b>	All risks	
<b>4.</b>	Fire and perils	
<b>5.</b>	Group personal accident	
<b>6.</b>	Employers liability	
<b>7.</b>	Fidelity guarantee	
<b>8.</b>	Public liability	

<b>9.</b>	Money insurance	
<b>10.</b>	Comprehensive Motor vehicle insurance cover	
<b>11.</b>	<b>GRAND TOTAL</b>	

**SECTION VI - STANDARD FORMS**

**Form of Tender**

To:  
Name and address of procuring entity

Date  
Tender No.  
Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide medical 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.

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2005

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

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

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

**Price Schedule Form**

ITEM NO.	DESCRIPTION OF GENERAL INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.	Work injury benefits insurance	
2.		
3.		
4.		
5.		

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2( c) Which ever applies to your type of business

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

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

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

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

.....

Name of your bankers ..... Branch

.....

Part 2(a) – Sole Proprietor:

Your name in full ..... Age

.....

Nationality ..... Country of origin

.....

Citizenship

details.....

Party 2(b) – Partnership

Give details of partners as follows

Name	Nationality	Citizenship	Details
Shares			



Date..... Signature of Tenderer  
.....

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

## **TENDER SECURITY FORM**

Whereas County Assembly of Nakuru (hereinafter called <the tenderer> has submitted its bid dated 5<sup>th</sup> October 2015 for the provision of medical insurance cover (hereinafter called <the tender>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

THE CONDITIONS of this obligation are:-

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

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

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



[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

**EVALUATION CRITERIA:**

The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.

**A. MANDATORY REQUIREMENTS (MR)**

The following requirements must be met by the tenderer

<b>NO.</b>	<b>REQUIREMENTS</b>	<b>RESPONSIVE OR NOT RESPONSIVE</b>
MR1	Must Submit a copy of certificate of Registration/Incorporation	
MR2	Must Submit a copy of Valid Tax Compliance certificate	
MR3	Must submit a copy of registration Certificate by Insurance Regulatory Authority	
MR4	Must submit a copy of PIN	
MR5	Must submit a Tender Security of 2% of the total tender sum.	
MR6	Must submit a valid copy of membership to association of insurance brokers of Kenya	

At this stage, the tenderer's submission will either be responsive or non responsive. Then non responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

**B. TECHNICAL SCORES (TS)**

This section (Technical Evaluation) will be marked out of 100 and will determine the technical score (TS)

<b>NO.</b>	<b>EVALUATION ATTRIBUTE</b>	<b>WEIGHTING SCORE</b>	<b>MAXIMUM SCORE</b>
T.S.1	Number of years in Business	<ul style="list-style-type: none"> <li>• 10 years and above =10 marks</li> <li>• Others prorated at: <u>Number of Years x 10</u> 10</li> </ul>	10
<b>T.S.2</b>	Provide a list of 10(ten) reputable clients and references the total clients premiums for the previous year	<ul style="list-style-type: none"> <li>• 10 Clients with references letters from the clients – 20 marks</li> <li>• Others prorated at: <u>Number of Clients' x 20</u> 10</li> </ul>	20
<b>T.S.3</b>	Financial Strength: Provide audited accounts for the last two years	<ul style="list-style-type: none"> <li>• Two years audited accounts - 10 marks</li> <li>• One year audited accounts – 5 marks</li> </ul>	10
<b>T.S.4</b>	Provide a list of at least 10 management staff with their C.V	<ul style="list-style-type: none"> <li>• 10 management staff- 10 marks</li> <li>• Others prorated at: <u>Number of mngt staff X10</u> 10</li> </ul>	10
<b>T.S.6</b>	Endorsement certificate	Attached copy- 10 marks	10
<b>T.S.7</b>	Physical facilities	Details of physical address and contacts with copy of either title, lease document or latest utility bill	10

<b>T.S.8</b>	Dully filled confidential business questionnaire		10
<b>T.S.9</b>	Annual gross premium in previous year of Kshs. 50m	Attached copy- 20 marks	20

Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.

### **C. FINANCIAL SCORE (FS)**

The formulae for determining the Financial Score (FS) shall be as follows:- $FS = 100 \times FM/F$  where FS is the financial score; Fm is the lowest priced bidder and F is the price of the bidder under consideration.

### **D. COMBINED TECHNICAL AND FINANCIAL SCORES (S)**

Bidders will be ranked according to their combined technical (TS) and financial (FS) scores using the weights (T=the weight given to the Technical Proposal; P the weight given to the Financial Proposal; T + p = 1) indicated below. The combined technical and financial score, S, shall be calculated as follows:-

$$S = TS \times T \% + FS \times P \%$$

#### **Weighting**

$$T = 0.70$$

$$P = 0.30$$