

COUNTY ASSEMBLY OF KERICHO



TENDER NO: KCA/002/2024/2025

**PROVISION OF GROUP PERSONAL ACCIDENT, WIBA AND GROUP LIFE COVER FOR MEMBERS
AND STAFF FOR THE COUNTY ASSEMBLY**

CLOSING DATE: 21ST NOVEMBER, 2024

Information contained in this document is provided strictly to assist prospective bidders in their bid preparation. Any other use or disclosure to a third party is restricted and requires prior permission from County Assembly of Kericho

NOVEMBER 2024

Table of Contents

	Page
Section I INVITATION FOR TENDERS.....	3
Section II INSTRUCTION TO TENDERERS	5
Appendix to instructions to 19tenderers	
Section III GENERAL CONDITIONS OF CONTRACT	20
Section IV SPECIAL CONDITIONS OF CONTRACT	20
Section V SCHEDULE OF REQUIREMENTS	25
Section VI STANDARD FORMS	27
1. Form of Tender	28
2. Price Schedule Form.....	29
3. Contract Form.....	30
4. Confidential Business Questionnaire33 Form....	31
5. Tender Security Form.....	32
6. Technical Evaluation Form.....	33

SECTION I - INVITATION FOR TENDERS
Date: 7TH NOVEMBER 2024

TENDER NO. KCA/002/2024/2025

TENDER NAME: (PROVISION OF GROUP PERSONAL ACCIDENT, WIBA & GROUP LIFE COVER FOR MEMBERS AND STAFF FOR THE COUNTY ASSEMBLY)

The County Assembly of Kericho invites sealed tenders from eligible candidates for the provision of County Assembly Members and Staff Group Personal Accident.

Interested eligible candidates may obtain further information from and inspect the tender documents at the **County Assembly Procurement office, County Assembly Building**, during normal office working hours.

A complete set of tender documents may be obtained from the County Assembly website (**www.kerichoassembly.go.ke**)

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box situated outside entrance of the county assembly offices, or be addressed to the Clerk, County Assembly of Kericho, P.O. Box 1526, KERICHO so as to be received on or **Thursday, 21st November 2024 at 10.00 Am.**

Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (150) days from the closing date of the tender.

Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend as will be directed by the CLERK COUNTY ASSEMBLY OF KERICHO.

CLERK,
COUNTY ASSEMBLY OF KERICHO

II - INSTRUCTION TO TENDERERS

Table of Clauses

	Page
2.1 Eligible Tenderers.....	5
2.2 Cost of Tendering.....	5
2.3 Contents of Tender document5.....	6
2.4 Clarification of Tender 5 document.....	7
2.5 Amendments of Tender document6.....	7
2.6 Language of Tenders.....	8
2.7 Documents Comprising the Tender.....	8
2.8 Tender Form.....	8
2.9 Tender Prices.....	8
2.10 Tender Currencies.....	9
2.11 Tenderers Eligibility and Qualification	
2.12 Tender Security.....	9
2.13 Validity of Tenders.....	9
2.14 Format and Signing of Tenders.....	9
2.15 Sealing and Marking of Tenders.....	11
2.16 Deadline for Submission of Tenders.....	11
2.17 Modification and Withdrawal of Tenders.....	11
2.18 Opening of Tenders.....	12
2.19 Clarification of Tenders11.....	13
2.20 Preliminary Examination.....	13
2.21 Conversion to Single Currency13.....	
2.22 Evaluation and Comparison13 of Tenders.....	
2.23 Contacting the Procuring14 Entity.....	15
2.24 Post-Qualification.....	15
2.25 Award Criteria.....	15
2.26 Procuring Entity's Right to Vary16 Quantities	
2.27 Procuring Entity's Right to Accept all Tenders.....	16
2.28 Notification of Award.....	16
2.29 Signing of Contract.....	17
2.30 Performance Security.....	18
2.31 Corrupt or Fraudulent Practices.....	18

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, com relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

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

2.3 Contents of Tender Document

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

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

- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form

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

2.4 Clarification of Tender Documents

- 2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of Tender Documents

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

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

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

Language of Tenders

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

2.7. Documents Comprising the Tender

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

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

Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

Tender security furnished in accordance with paragraph 2.12 (if applicable) Confidential Business Questionnaire.

2.8. Form of Tender

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

2.9. Tender Prices

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

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

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

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

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

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

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

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

2.11.2 The documentary evidence of the tender

tender is accepted shall establish to the Procuring entity's satisfaction has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

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

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

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

2.12.4 2.12.7

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

a) A bank guarantee.

b) Such insurance guarantee approved by the Authority.

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

2.12.6 Unsuccessful Tenderer's tender security 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 secure the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity.
- (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 2.29
 - or
 - (ii) To furnish performance security in accordance with paragraph 31.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 150 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 Proc 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", 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.” 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. Bear tender number and name with indication **DO NOT OPEN BEFORE Thursday, 21st November 2024 at 10.00 Am**

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the

Procuring entity will assume to be premature opening.

2.16. Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than. **Thursday, 21st November 2024 at 10.00 Am.** The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17. Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw 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 withdraw 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 no later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

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 i paragraph 2.12.7.

2.18. Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers or their representative who choose to attend, on 'Wednesday **21st Nov 2024 at 10.00am**, as specified in the invitation for tenders. The tenderers' represent shall sign a register evidencing their attendance

2.18.2 The tenderers' names, tender modification 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 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 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 contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

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

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

2.22.3 The Procuring entity's evaluation of a tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4.

(a) Operational plan proposed in the tender;

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

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

(a) Operational Plan

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Sc longer than the procuring entities non-responsive require and rejected.

(b) Deviation in payment schedule

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

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

2.22.6 To qualify for contract award, the tenderers shall have the following

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

2.23. Contacting the Procuring entity

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

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

2.24 Award of Contract

(a) Post-qualification

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

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's 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 tend which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that T

(b) Award Criteria

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

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

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

2.25 Notification of Award

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

2.25.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders were not successful.

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

2.26. Procuring entity's right to vary quantities

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

2.27. Procuring entity's Right to accept or Reject tender

2.27.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers.

2.28 Signing of Contract

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

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

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

2.29 Performance Security

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

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

Appendix to instructions to Tenderers

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

INSTRUCTION TO TENDER REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1	<ul style="list-style-type: none"> (i) Must be a member of the Association of Kenya Insurance (AKI) (ii) Must have done annual gross premium in previous years of KShs. 50 Million (iii) Must have paid up capital of at least KShs. 300 Million (iv) Audited Accounts for last three years (v) List of five reputable clients in the last three years (vi) At least 5No. Number of Technical staff and 3No. management staff (vii) Pin Certificates (viii) Tax Compliance Certificates (ix) Certificate of Registration/Incorporation (x) List of Hospitals Covered
2.12	<p>Tender Security Tender security shall be ksh.50,000</p>

SECTION III - GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
3.1 Definitions.....	21
3.2 Application.....	21
3.3 Standards.....	21
3.4 Use of Contract Documents21 and Information	
3.5 Patent Rights.....	21
3.6 Performance Security.....	22
3.7 Delivery of Services and 22 Documents.....	
3.8 Payment.....	22
3.9 Prices.....	22
3.10 Assignment.....	22
3.11 Termination for Default.....	22
3.12 Termination for Insolvency.....	23
3.13 Termination for Convenience23.....	23
3.14 Resolution of Disputes.....	24
3.15 Governing Language.....	24
3.16 Applicable law.....	24
3.17 Force Majeure.....	24
3.18 Notices.....	24

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 with 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 p full and proper performance of its contractual obligations
- (c) “The Services” means services to be pr which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity “procuring meanstheservicesunderthethis Contract
- (e) “The Contractor” means the organization Contract.
- (f) “GCC” means the General Conditions of
- (g) “SCC” means the Special Conditions of C
- (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

3.4.1The Contractor shall not, without 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 pr 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 the Procuring entity.

3.5. Patent Rights

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

3.6 Performance Security

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) A bank guarantee.
 - b) Such insurance guarantee approved by the Authority.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations, under the Contract.

3.7. Delivery of services and Documents

- 3.7.1 specified by the procuring entity in the schedule of requirements and the special conditions of contra

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 p the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.10. Assignment

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

3.11. Termination for Default

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

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

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

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

3.13.1 The Procuring entity by written notice sent to the contractor may terminate the

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

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

3.14 Resolution of Disputes

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

- 3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that it's delay 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 address specified in the SCC.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV –SPECIAL CONDITIONS OF CONTRACT

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Applicable 10% of the tender sum)
3.7 Delivery of Services	(as per contract)
3.8 Payment	(Specify as necessary)
3.9 Price adjustment	(may be prorated on new entry of staff .please provide formula)
3.16 Applicable law	(Laws of Kenya)
3.18 Notices	(To the Clerk ,County Assembly of Kericho)

SECTION V - SCHEDULE OF REQUIREMENTS

1. (DETAILS OF THE GROUP PERSONAL ACCIDENT COVER, GROUP LIFE, AND WIBA)

Scope of works: Proposed Group Accident Cover Insurance Scheme

County Assembly of Kericho requires the procurement of a group accident cover insurance scheme for its Staff and Members of the County Assembly.

COMPENSATION as per Salaries and remuneration commission.

1. GPA –3 years gross salaries
2. Group life – 3 years gross salary
3. WIBA - 5 years gross salary

The following are the specifications of the cover:-

No	Description of beneficiaries	Number	Monthly gross salary	Annual gross salary
1.	Hon. Members	50	Ksh14,899,225.00	Ksh 178,790,700.00
2.	Staff of the County Assembly	97	Ksh8,442,620.00	Ksh 101,311,440.00

SECTION VI - STANDARD FORMS

Notes on the standard Forms

- 6.1 **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized Representatives of the tenderer
- 6.2 **Price Schedule Form** - The price schedule form must similarly be completed and Submitted with the tender.
- 6.3 **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
- 6.4 **Confidential Business Questionnaire Form** - This form must be completed by the Tenderer and submitted with the tender documents.
- 6.5 **Tender Security Form** - When required by the tender document the tenderer shall Provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
- 6.6 **Technical Evaluation Criteria** - This form shows the summary of Technical Evaluation Criteria for this Tender.

Form of Tender

To:

Date:.....

Clerk

County Assembly of Kericho,

P.O. Box 1526,

Kericho

Tender No. KCA/002/2024/2025(Provision of Group Personal Accident Cover for MCA's and Staff)

Gentlemen and/or Ladies:-

2. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby 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 figure 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 medical Insurance Cover in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of 365 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 _____ 2024

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Form

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.	GROUP PERSONAL ACCIDENT	
2.	WIBA	
3.	GROUP LIFE	
	TOTAL	

Note: Please provide formula for prorating the cover based on exits and entry of new Scheme members.

Contract Form

THIS AGREEMENT made the day of 20

between [name of Procurement entity] of [country of Procurement

entity] (hereinafter called “the Procuring entity

[name of tenderer] of [city and country of tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the medical insurance cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____

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 Aw
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the medical insurance cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Form. Part General:

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

Maximum value of business which you can handle at any Name of your bankers Branch

Part 2(a) –Sole Proprietor:

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

Party 2(b) –Partnership

Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Part 2(c) –Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs..

Issued Kshs.....

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Date..... Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether

TENDER SECURITY FORM

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

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 2024 _____

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]

EVALUATION CRITERIA

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

A. Preliminary/Mandatory Evaluation

B. Technical Evaluation

C. Financial Evaluation

A. Preliminary/Mandatory Evaluation

1. Insurance Company/Companies should provide the following:

- (i) Company registration/incorporation certificate
- (ii) PIN Certificate
- (iii) Valid Tax compliance
- (iv) Must be registered with the Commissioner of Insurance (Provide copy of Certificate(s))
- (v) Valid current membership certificate with Association of Kenya Insurance (AKI)
- (vi) Dully filled and signed form of tender
- (vii) Original bid bond of Ksh 50,000.00 only from a reputable financial institution.
- (viii) Dully filled and signed confidential business questionnaire.
- (ix) Dully filled declaration form not to engage in corrupt practices.

Note: failure to submit any of the above requirements shall disqualify the bidder for proceeding to further evaluation.

B. Technical Evaluation

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

Note: pass mark to proceed to the financial evaluation stage shall be 70 marks

No	Criteria	Total marks
(i)	Must have a paid up capital of at least KShs. 200,000,000.00	20 marks
(ii)	Must have done annual gross Premium in previous years of over KShs. 50,000,000.00 (5pts)	20marks
(iii)	Must have a total number of five (5) Technical staff and three (3) Management staff a) 5) Technical staff- 15marks b) 3 management staff - 5 marks (attach Curriculum Vitae and copies of certificates)	20 marks
iv)	Past performance- a). Attach reference letters of at 5 reputable clients - 4 marks for each reference . Note verification shall be done	20marks
v)	Those with offices/Branches within Kericho County will have added advantage. (10pts)	10 marks
vi	Provide copies of duly signed audited reports for the last three years 2021, 2022, and 2023.	10marks
	Total Marks	100marks
	Pass mark	70 marks

C. Financial (Premium) Evaluation Stage

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

Note: Only firms who obtain the pass mark of 70points shall proceed to the financial stage

STATEMENT/DECLARATION FORM

I /We as the Director(s) of the company declare as follows:

1. The firm has not been debarred from participating in any public procurement by PPRA
2. No person related to the firm has any spouse or children working at the County Assembly of Kericho.
3. The firm has not been engaged in any unethical, corrupt, collusive or fraudulent activities in public procurement matters.
4. The firm has not been declared bankrupt, insolvent or under receivership.
5. The firm is not guilty of any violation of fair employment law practices.
6. The firm will not engage in any corrupt or fraudulent practice

Name.....SignDate.....

Stamp/seal