



**TENDER NO: IRA/042/2020-2021**

**PROVISION OF GENERAL INSURANCE SERVICES**

**SUBMISSION DEADLINE: 28<sup>TH</sup> SEPTEMBER, 2020**

**INSURANCE REGULATORY AUTHORITY**

**10<sup>TH</sup> FLOOR, ZEP-RE PLACE, LONGONOT ROAD, UPPERHILL**

**P.O. BOX 43505-00100 NAIROBI, KENYA**

**E-mail: [procurement@ira.go.ke](mailto:procurement@ira.go.ke) : Web site <http://www.ira.go.ke>**

**SEPTEMBER, 2020**

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## SECTION I - INVITATION FOR TENDERS

**DATE: 15<sup>TH</sup> SEPTEMBER, 2020**

### **TENDER NO: IRA/042/2020-2021: TENDER FOR PROVISION OF GENERAL INSURANCE SERVICES**

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- 1.1 The Insurance Regulatory Authority (IRA) is a government agency established under the Insurance (Amendment) Act, 2006 to regulate, supervise and promote the development the Insurance Industry in Kenya.
- 1.2 The Authority invites sealed bids from eligible candidates for **Provision of General Insurance Services from Insurance Brokerage Services**. The successful tenderer will be awarded a contract for an initial period of one year annually subject to a maximum period of three years. The renewal shall be done at the sole discretion of IRA subject to satisfactory performance.
- 1.3 Interested and eligible bidders are required to download the tender document from the website free of charge and immediately email their names and contact details to: [procurement@ira.go.ke](mailto:procurement@ira.go.ke) for purposes of any clarification, communication or addenda.
- 1.4 Completed tender document should be prepared and saved as a PDF document with a **PASSWORD PROTECTION and emailed to [bids@ira.go.ke](mailto:bids@ira.go.ke)** . The subject of the email will be **“IRA/042/2020-2021- Provision of General Insurance Services”** and the tender should be addressed to: -
- Chief Executive Officer (CEO)  
Insurance Regulatory Authority  
10<sup>th</sup> Floor, Zep-Re Place, Longonot Road, Upperhill  
P.O. Box 43505 – 00100  
**NAIROBI.**
- so as to be received on or before **28<sup>th</sup> September, 2020 at 12:00 Noon.**
- 1.5 Prices quoted should be inclusive of all taxes and delivery costs and shall remain valid for a period of **90** days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter **VIRTUALLY** via zoom platform at IRA Offices, Zep-Re Place on **28<sup>th</sup> September, 2020 at 12:00 Noon**. The tenderers shall be

required to **provide the passwords of their documents on or before 12:00 pm** via the email address [bids@ira.go.ke](mailto:bids@ira.go.ke) and copied to [fchelimo@ira.go.ke](mailto:fchelimo@ira.go.ke) as described in the Appendix to instruction to tenderers.

In view of the Covid-19 pandemic, representatives of the bidders will not be allowed to attend. Participants will be allowed to follow the proceedings via zoom platform. The details of the meeting ID and the meeting password shall be shared with the participating bidders through the email addresses and telephone numbers they will have provided at the time of submitting the bid.

- 1.7 IRA is a Corruption free organization. Any corruption attempt, pressure, or influence should be reported to the C.E.O. on the address provided in clause 1.3 or e-mail [ethics@ira.go.ke](mailto:ethics@ira.go.ke)

**FELIX K. CHELIMO**  
**MANAGER, PROCUREMENT**  
**FOR: INSURANCE REGULATORY AUTHORITY**

## SECTION II- INSTRUCTION TO TENDERERS

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

### **2.1. Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents).
- 2.1.2 IRA'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 IRA 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 IRA, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=
- 2.2.3 IRA shall allow the tenderer to review the tender document free of charge before purchase.

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

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

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

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

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify IRA by post, fax or by email at IRA's address indicated in the Invitation for tenders. IRA 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 IRA. 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 IRA 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, IRA, 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, IRA, 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 IRA, 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 IRA'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 as non-responsive, pursuant to paragraph 2.20.5

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

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

2.12.8 The tender security may be forfeited:

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

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

2.13.1 Tenders shall remain valid for 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected 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 **one (1)** original and one **(1) 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 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 28<sup>th</sup> September, 2020 at 12:00 Noon.**
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

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

- 2.16.1 Tenders must be received at the address specified under paragraph 2.15.2 not later than **28<sup>th</sup> September, 2020 at 12:00 Noon.**
- 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 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 IRA 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, 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 IRA, 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 in the 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. IRA'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 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, IRA 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 IRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 IRA'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) IRA 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 IRA's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

(i) 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. IRA 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 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 IRA 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 IRA 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 IRA 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 IRA 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 IRA's action. If IRA determines that none of the tenders is responsive, IRA shall notify each tenderer who submitted a tender.

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

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

## **2.27 Notification of Award**

2.27.1 Prior to the expiration of the period of tender validity, IAR 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 IRA 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 IRA 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 IRA notifies the successful tenderer that its tender has been accepted, IRA 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 IRA.

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

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

## **2.29 Performance Security**

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

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 IRA may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

2.30.1 IRA 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 IRA 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 General 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.

(I) Provisions of Appendix to instructions to Tenderers

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1	The tender is eligible to registered & licensed Insurance Brokerage Firms
2.11	<p style="text-align: center;"><b>1. CONDITIONS TO BE MET BY INSURANCE COMPANY</b></p> <p>The broker must provide and ensure the following information on the underwriters they wish to place insurance covers on behalf of IRA: -</p> <ul style="list-style-type: none"> <li>(a) They should be duly registered with IRA;</li> <li>(b) The underwriter proposed must be financially stable. Provide audited accounts for the last three (3) years.</li> </ul> <p style="text-align: center;"><b>2. CONDITIONS TO BE MET BY INSURANCE BROKER</b></p> <ul style="list-style-type: none"> <li>(a) Must be duly registered and hold 2020 licensed with IRA</li> <li>(b) Must have a Professional Indemnity Insurance Cover of at least Kshs. 50 Million and a valid copy be submitted.</li> <li>(c) Provide a list of 5 Corporate Clients along with recommendation letters for the last 3 years. (Attach recommendation letters)</li> <li>(d) Must submit a copy of the audited Financial Statement for the last three (3) years.</li> <li>(e) Must attach detailed company profile including the CV's of Key personnel. Qualification: <ul style="list-style-type: none"> <li>(i) Team Leader: A post graduate qualification in management related field; Professional Qualification in insurance, must poses ACII/AIIC and 5 years' experience in insurance industry</li> </ul> </li> </ul>

	(ii) Other Key staff Professional qualification in Insurance or related field
2.12 Tender Security	The tender security shall be Kes. 100,000/= valid for 30 days beyond tender validity period.
2.14.1 Number of Tender Copies Required	Completed tender document should be prepared and saved as a PDF document with a <b>PASSWORD PROTECTION</b> and emailed to <a href="mailto:bids@ira.go.ke">bids@ira.go.ke</a> and copied to <a href="mailto:fc helimo@ira.go.ke">fc helimo@ira.go.ke</a> . The subject of the email will be “ <b>IRA/042/2020-2021- Provision of General Insurance Services</b> ”
2.15	The Tender document should prepared in soft copy in PDF and in read only format for ease of opening. The proposal should be prepared in a <b>PASSWORD PROTECTED</b> and <b>ZIPPED version</b> . The password for the proposal shall be availed on <b>Monday, 28<sup>th</sup> September, 2020 at 12:00 Noon via the email provided below</b> . The proposals shall be sent via email address <a href="mailto:bids@ira.go.ke">bids@ira.go.ke</a> and copied to <a href="mailto:fc helimo@ira.go.ke">fc helimo@ira.go.ke</a> . The proposal should be zipped prior to sending through the email. In the event that the zipped file is too large, the option of <a href="https://wettransfer.com">https://wettransfer.com</a> can be used and then forwarded to the same email recipient.
2.15.2 (b) State day, date and time of tender closing	<b>28<sup>th</sup> September, 2020 at 12:00 Noon.</b>
2.16.1 State day, date and time of tender closing	<i>As 2.15.2 (b) above</i>
2.18.1	IRA will convene the Tender Opening via Zoom video conferencing. The Zoom meeting invitation will be created and placed on the IRA website where the participating bidders can access and participate in the Tender Opening. In the submission email for the Tenders, Bidders are required to provide the <b>Name, Email address and Phone number</b> of their representative who wish to take part in the Tender Opening.
2.22. The evaluation criteria	See (II) below
2.29.1 Performance security	10% of total contract annual Premium

## (II) CRITERIA OF EVALUATION

The evaluation criteria will be applied as detailed below pursuant to paragraph 2.25 Instructions to Tenderers

1.	<b>MANDATORY REQUIREMENTS FOR BROKERS</b>	<b>PROVIDED (YES/NO)</b>
a)	Submit tender security of Kes. 100,000.00 valid for 30 days beyond tender validity period	
b)	Submit a Copy of Certificate of Incorporation/Registration	
c)	Duly registered must have current and valid (2020) license from IRA	
d)	Registration as a member of Association of Insurance Brokers of Kenya	
e)	Submit a Copy of Valid Tax Compliance Certificate from KRA	
f)	Submit a Copy of Valid Single Business Permit from County Government	
g)	Dully completed Confidential Business Questionnaire (must be duly filled and signed by the authorized signatory).	
h)	Duly completed and signed and stamped form of tender	
i)	The document should be legible and presentable. All pages of the bid document submitted <b>MUST</b> be sequentially serialized or paginated from 1st page to the last page.	
j)	Provide copies of audited financial statements for the last two years (2019 and 2018) certified and signed by the Auditor.	
k)	Attach a certified copy of recent CR 12 Form issued within the last 12 Months and copies of identification documents (IDs or passports) of the owners/directors of the tenderer.	
l)	Self-declaration that the tenderer will not engage in any corrupt or fraudulent practice signed by the tenderer's authorized signatory using the prescribed form.	
	<b>Qualified/ Not Qualified</b>	

Failure to submit any of the above-mentioned documentation; will lead to disqualification of the firm at the mandatory stage. The bidders that will meet all the mandatory requirements above will proceed to the technical evaluation stage.

2.	TECHNICAL EVALUATION	Scores
a)	i) <b>Reputation of the recommended underwriter:</b> The financial strength of the underwriter. Capital Adequacy Ratio at least 100% as computed and Certified by the company's Actuary. ii) <b>Deductibles/Excess.</b> The bidder with the best cover in terms of lowest Deductibles or Excess will obtain the maximum score while the rest will be prorated based on the bidder with the lowest deductibles or Excess. iii) <b>Riders:</b> The bidder with the highest rider or benefit will obtain maximum score while the rest will be prorated based on the bidder with the highest rider or benefit. iv) <b>Benefit Limit:</b> the bidder with the highest benefits limit will obtain the maximum score while the rest will be prorated based on the bidder with the highest benefit limit.	30            10            10            10
b)	List of 5 Corporate Clients and recommendation letters for the last 3 years. (Attach recommendation letters)	10
c)	Qualification and experience of Key staff proposed for the assignment: i) Team leader ii) Attach CV and confirmation of membership from the relevant Insurance professional bodies	20
d)	Financial strength of the broker. Profitability and turnover.	10
<b>TOTAL TECHNICAL</b>		<b>100</b>

**Note:** Bidder MUST score minimum of 80% to proceed to financial evaluation

### 3. FINANCIAL EVALUATION

**Premium quoted:** The broker shall be required to ensure that the premium rates quoted are approved by IRA for 2020. A copy of certified premium must be attached and certified by the Principal Officer of the underwriter. The broker that will submit overall lowest evaluated premium will be considered for award.

**NB:** The premiums rates quoted will be on a framework contract agreement and will be subject to propionate changes taking into cognizance of the

addition and reduction of number of items, sum insured/assured from time to time.

## **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 IRA 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 IRA under the Contract.
- (d) “IRA” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

### **3.2. Application**

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

### **3.3. Standards**

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



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

- 3.4.1 The Contractor shall not, without IRA'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 IRA 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 IRA'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 IRA and shall be returned (all copies) to IRA on completion of the contract's or performance under the Contract if so required by IRA.

### **3.5. Patent Rights**

- 3.5.1 The Contractor shall indemnify IRA 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 IRA the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to IRA 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 IRA 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 IRA 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 IRA 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 IRA, 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 IRA'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 IRA 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 IRA's prior written consent.

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

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

3.11.2 In the event IRA 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 IRA 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 IRA 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 IRA.

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

3.13.1 IRA 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 IRA 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 IRA 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**

- 3.1.1 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.
- 3.1.2 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.

Special conditions of contract with reference to the general conditions of contract.

<b>General conditions of contract</b>	<b>Special conditions of contract</b>
3.6	Performance security in the format provided in the standard document from a reputable bank in Kenya or Insurance Company equivalent to 10% of the total annual contract
3.14	The dispute resolution will be referred to the Chartered Institute of Arbitrators.
3.18	10th Floor Zep-Re Place, Longonot Road, Upperhill, P.O. Box 43505 – 00100 Nairobi, Kenya.

## **SECTION V - SCHEDULE OF REQUIREMENTS**

### **Notes for preparing Schedule of Requirements.**

1. The schedule of Requirements shall be included in the tender documents by IRA and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
2. The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular, the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

## **SECTION V - SCHEDULE OF REQUIREMENTS & TERMS OF REFERENCE**

### **TERMS OF REFERENCE FOR THE PROVISION OF GENERAL INSURANCE SERVICES**

#### **1.0 BACKGROUND**

The Insurance Regulatory Authority (IRA) is a State Corporation established under the Insurance (Amendment) Act, 2006 to Regulate, Supervise and Develop the Insurance industry.

The Authority invites sealed tenders from eligible candidates for Provision of General Insurance Services. The contract shall be on framework contract agreement for an initial period of one-year renewable annually subject a maximum period of three (3) years. The renewal will be done at the sole discretion of IRA subject to satisfactory performance.

#### **2. 0 THE SCOPE OF SERVICE**

The services will include the following of class insurance

1. Fire and Peril
2. Burglar
3. Money
4. Travel insurance
5. All risk
6. Public Liabilities
7. Motor Vehicle-Comprehensive and private
8. Fidelity Guarantee
9. Group personal accident for employees and director
10. Trusty liability
11. Group life assurance
12. The last expenses for the directors
13. Employers liability

The cover will be on declaration basis and the quoted premium will be prorated for any changes/adjustment in numbers of assets, staff at the Authority for the following class of insurance: -

1. Fire and Peril
2. All risk
3. Travel
4. Motor Vehicle-Comprehensive and private
5. Group personal accident for Employees and Board of Directors
6. Group personal accident for Employees and Board of Directors

Please take note that estimated value for the motor vehicles is provisional. The actual value based on valuation will be provided at the placement of cover.

### 3.0 SCHEDULE OF REQUIREMENTS

NO.	INSURANCE TYPE	ITEM DESCRIPTION	COVER
1.	Fire & Perils	Loss of or damage to IRA property through all types of fires including Terrorism and Political Violence	i.e. Office Partitions, Furniture, Fixtures and Fittings. Estimated 110,000,000.00.
2.	Burglary	Loss of or damage to IRA property arising from burglary, forcible or violent entry and or exit from the premises	Furniture, Fittings, electronics equipment – Estimate 161,498,792.86
3.	All Risks	Indemnity of moveable Assets against loss damage to property as a result of any cause.	E.g. laptops, electronics equipment and any other asset. Estimated 161,498,792.86
4.	Money	Loss of Money and damage to safes. Money includes cash, bank, and currency notes postage revenue, NHIF postal and money orders, uncrossed and bearers' cheques among others.	Cash in Transit until paid out-500,000
			Cash in the premises during business hours-200,000
			Cash locked in the safe-200,000
			Cash in the hands of an officer until paid out-1,000,000
			Estimated Annual Carry-5,000,000
5.	Travel Insurance	Emergency medical expenses and assistance, personal accident in flight /conveyance, loss of cash and documents, travel and baggage, baggage delay and/or loss, flight cancellation and personal liability for employees while travelling anywhere in the world on official duty.  The cover should include riots, strikes and civil commotion, political violence and terrorism	Estimated cover utilization is approximately <b>Ksh.700,000</b> premiums per annum. Bidders are required to provide quotations indicating daily rate/person for Platinum service or equivalent. The Authority will initially pay a Deposit of Kes. 200,000.00 for subsequent utilization by staff and additional premiums will be as per utilization.  Premium will be based on declaration



6.	Public Liability	Indemnity on legal liability to members of the public for illness, injury or death and accident or damage to property belonging to a third party including expenses	<ul style="list-style-type: none"><li>• Accidental death or bodily injury to any person</li><li>• Accidental loss or damage to third party property.</li><li>• Any one occurrence claim 20,000,000</li></ul>
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7.	Fidelity Guarantee	Indemnity against loss of money and or stock and Stores caused by Fraud or dishonesty of the insured employees. This will cover cash handling staff plus store keeper, up to one million shilling	Ksh.2,000,000
8.	Motor Vehicle – Comprehensive( motor Commercial and motor private)	<p>Indemnity against loss of damage to Motor Vehicles, liability to third parties and passengers’ liability arising out of use of motor vehicles owned by the insured.</p> <p>The cover should include riots, strikes and civil commotion, political violence and terrorism.</p> <p><b>NB: The motor vehicle cover should include excess protector for the material damage and theft</b></p>	<b>Please refer to table number 2</b>
9.	Group Personal Accident and Work Injury Benefits Policy for Employees	<p>Cover is indemnity against liability under the WIBA Act 2007 Payment of benefits. This includes compensation for death or disablement resulting from accidental bodily injury sustained by the insured’s employees anytime and anywhere in the world.</p> <p>Cover for 76 permanent employees. And 34 contract &amp; temporary</p> <p>The cover should include riots, strikes and civil commotion, political violence and terrorism</p> <p><b>NB: Accordance with section 7(1) of the Work Injury Benefits Act. The policy shall include all occupational diseases and exposures to Pandemics including COVID-19</b></p>	<p><b>Benefits</b></p> <ul style="list-style-type: none"> <li>a) <b>Accidental Death</b>-WIBA 8 years’ Gross Salary, GPA five years’ Gross Salary</li> <li>b) Permanent total disability –WIBA 8 years’ Gross Salary and GPA 5 years’ Gross Salary</li> <li>c) Temporary total Disability actual weekly earnings up to 104 weeks</li> <li>d) Medical expenses- Ksh. 200,000 permanent employees</li> <li>e) Medical expenses-Ksh. 300,000 for temporary employees</li> <li>f) Funeral expenses- Ksh. 100,000 per temporary employees</li> <li>g) Last expense Ksh. 200,000 for employees</li> <li>h) Accumulation limit of One hundred million shilling</li> <li>i) Airfare for treatment five hundred thousand shilling for the patient and the care giver</li> <li>1. Repatriation expenses- 500,000.00</li> </ul>

10.	<p>Group Personal Accident for Board of Directors</p> <p>I. IRA-Directors-5</p> <p>II. Tribunal Directors-5</p> <p>III. Policy Holders-3</p>	<p>Cover is Compensation for Death or Injury Sustained by 13 Board of Directors Compensation of permanent disability as result of accident.</p> <p>The cover should include riots, strikes and civil commotion, political violence and terrorism.</p> <p>Temporary disability based on actual weekly earning up to 104 weeks</p>	<p><b>Benefits</b></p> <ul style="list-style-type: none"> <li>● In case of death Kshs. 2,000,000.00 per director</li> <li>● Permanent total disablement Ksh. 2,000,000.00 per director</li> <li>● Temporary total disablement -actual Weekly earnings of 104 weeks</li> <li>● Medical Ksh. 500,000</li> <li>● Last expenses-Kshs.100,0000 per director</li> <li>● Accumulation limit of Ksh. 12,000,000</li> <li>● Airfare for treatment Ksh. 500,000</li> <li>● Repatriation expenses.Ksh.500,000</li> </ul>
11.	<p>Group Life Assurance for Employees</p>	<p>To provide cover for death in service benefit for the insured's member of staff equal to five years' Basic annual salary. In case of critical illness Compensation for total and permanent disability. There should not be exclusion of pre-existing conditions. Last expense.</p> <p>The cover should include riots, strikes and civil commotion, political violence and terrorism and any dead caused by Pandemics including Covid-19.</p>	<p><b>Benefits</b></p> <ul style="list-style-type: none"> <li>● In case of death in service compensated a sum equivalent to five times employee's basic annual salary</li> <li>● In case of critical illness is 50% of group life sum assured up to maximum 5 million shilling</li> <li>● In case of total and permanent disability equal to group life sum assured of five times basic annual salary.</li> <li>● Last expenses of employee- Ksh. 300,000</li> <li>● <b>Limit of Liability:</b></li> <li>● Free cover limit – indicate amount</li> <li>● Critical illness- indicate amount</li> </ul>

12.	Trustees Indemnity Cover	Pension Fund Trustees liability cover. Cover in respect of loss arising from a Trustee's wrongful act, breach of duty Cover for 6 Trustees of trust, consequence of negligence, errors, omission and/or misleading statement	Extensions, Theft, fraud, dishonesty, loss of documents, defense costs <b>Limit of Liability Ksh.50,000,000</b>
13.	Last expense Cover for directors directors	Cover for 13 directors whose beneficiaries/families will be compensated in case of death as burial expense	<b>Benefit: KSh. 100,000.00</b>
14	Employers Liability	Cover legal Liability in respect to accidental death, bodily injuries or illness, diseases to employees as declared arising out of and in the course of employment	<b>Benefit: Any one occurrence 25 million</b>

**TABLE 1: THE NUMBER EMPLOYEES AND THEIR EARNINGS:**

No	Basic Salary	No of Employees	Total Earning(basic and gross)
1		76-Permanent employees & 34-Contract & Temporary employees	Total annual basic salary: - Kshs. 212,482,611.00  Total annual gross salary: - Kshs. 294,551,484.00

**TABLE 2: MOTOR VEHICLE DETAILS**

No.	Model	Description	Type	Year of	Estimated value
1.	Mercedes Benz	KBG 140C	Motor Private	2009	3,090,000.00
2.	Toyota Corolla	KBR 592U	Motor Private	2012	1,240,000.00
3.	Renault Fluence	KBT 527N	Motor Private	2012	1,320,000.00
4.	Renault Fluence	KBT 609N	Motor Private	2012	1,300,000.00
5.	Toyota, Land cruiser	KBQ 650D	Motor Commercial	2011	2,540,000.00
6.	Toyota Hiace	KBL 267G	Motor Commercial	2010	1,900,000.00
7.	Nissan Civilian	KBB 187S	Motor Commercial	2007	1,800,000.00
8.	Toyota Prado	KCK 930U	Motor Private	2017	8,100,000.00
9.	Toyota Prado	KCK 931U	Motor Private	2017	10,500,000.00
10.	Nissan X-Trail	KCT681Y	Motor Private	2019	5,896,551.00
11.	Nissan X-Trail	KCT682Y	Motor Private	2019	5,896,551.00
12.	Mitsubishi-Pajero	KCT665Y	Motor Private	2018	8,099,987.00
13.	Toyota Hiace	KCT743Y	Motor Commercial	2019	5,134,800.00

## **SECTION VI - STANDARD FORMS**

### **Notes on the standard Forms**

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.
2. **Price Schedule form** - 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 representative(s) of the tenderer.
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.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Self- Declaration Form** - This form must be completed by the tenderer and submitted with the tender documents.
6. **Tender Security Form** - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
7. **Performance Security Form** - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in any other form acceptable to the procuring entity.
8. **Bank Guarantee for Advance Payment Form** - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
9. **Team Composition and Task Assignments** This form must be completed by the tenderer and submitted with the tender documents and signed as required.
10. **CV's for Managerial and key technical staff form** This form must be completed by the tenderer and submitted with the tender documents and signed as required.
11. **Clients Reference form** This form must be completed by the tenderer and submitted with the tender documents and signed as required.
12. **Letter of Notification of Award**

**1. FORM OF TENDER**

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*, the of which is hereby duly acknowledged, we, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents 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 services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. 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.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

*[signature]* .....*In the capacity of]*

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

Name of signatory: .....

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp/.....

## 2. PRICE SCHEDULE FORM

### PREMIUM SUMMARY

**NB:** The Brokers should recommend one Underwriter per policy/class.

S/No.	POLICY/CLASS	SUM INSURED /A SSURED	TOTAL COST PAYABLE BY CLIENT			RECOMMENDED UNDERWRITER
			Premium	Taxes-show separately all applicable taxes	Total Premium	
1)	Fire & All Perils					
2)	Burglary					
3)	All Risks Insurance					
4)	Money Insurance					
5)	Public Liability Insurance					
6)	Fidelity Guarantee					
7)	Travel Insurance		700,000.00			
8)	Group Personal Accident & Work Injury Benefits Policy for Employees					
9)	Group Personal Accident For Board of Directors					
10)	Group Life Assurance (All Employees)					
11)	a) Motor vehicles-Commercial					
	b) Motor Vehicles-					



S/No.	POLICY/CLASS	SUM INSURED / ASSURED	TOTAL COST PAYABLE BY CLIENT				RECOMMENDED UNDERWRITER
			Premium	Taxes-show separately all applicable taxes	Total Premium	Excess	
	Private						
12)	Pension Trustees Indemnity Cover						
13)	Last Expense for Board of Directors						
14)	Employers Liability						
	<b>TOTAL</b>						

We undertake, if our tender is accepted, to place insurance covers in accordance with the details specified herein above.

Name of the Broker .....

Name of signatory: .....

In the capacity of: .....

Authorized Signature: .....

Company Rubber Stamp/Seal: .....

### 3. CONTRACT FORM

THIS AGREEMENT made the \_\_\_day of \_\_\_\_20\_\_\_between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part. WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

#### **NOW THIS AGREEMENT WITNESSETH 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 Technical Specifications;
  - d) the General Conditions of Contract;
  - e) the Special Conditions of Contract; and
  - f) the Procuring Entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares 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 materials and spares 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 particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

### Part 1 General

Business Name .....

Location of Business Premises .....

Plot No, ..... Street/Road .....

Postal address .....Code.....City/Town.....

Tel No. ....Website.....:

Email ..... Website:.....

Nature of Business .....

Registration Certificate No.....

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

Name of your bankers .....

Branch

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>																
	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 35%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> <p>.....</p>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....
Name	Nationality	Citizenship details	Shares														
1. ....	.....	.....	.....														
2. ....	.....	.....	.....														
3. ....	.....	.....	.....														
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 35%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> <p>.....</p>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....				
Name	Nationality	Citizenship details	Shares														
1. ....	.....	.....	.....														
2. ....	.....	.....	.....														
	<p>Date.....Signature of Candidate.....</p>																

**5. SELF DECLARATION FORMS**

**REPUBLIC OF KENYA**

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

I, ..... of P.O. Box ..... being a resident of..... in the Republic of ..... do hereby make a statement as follows: -

- A. THAT** I am the Chief Executive/Managing Director/Principal Officer/ Director of ..... (*insert name of the Company*) who is a Bidder in respect of Tender No. .... For..... (*insert tender title/description*) for ..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
  
- B. THAT** the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....( *insert name of the Procuring entity*) which is the procuring entity.
  
- C. THAT** the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (*name of the procuring entity*)
  
- D. THAT** the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.
  
- E. THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

Name:.....  
Title:.....  
Signature:.....  
Date:.....

Bidder's Official Stamp:

**6. TENDER SECURITY FORM**

Whereas .....[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender ] for the provision of .....[name and/or description of the services] (hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....of.....having registered office at [name of procuring entity](hereinafter called “the Bank”)are bound unto.....

[name of procuring entity] (hereinafter called “the procuring entity”) in the sum of .....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 tenderer on the Tender Form; or 2. If the tenderer, 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 tenderers;

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 two conditions, specifying the occurred condition or conditions. This 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 date.

\_\_\_\_\_  
[signature of the bank

**7. PERFORMANCE SECURITY FORM**

To: .....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20\_\_\_\_ to

supply.....

[Description services] (Hereinafter called "the contract")

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

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

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

This guarantee is valid until the \_\_\_\_ day \_\_\_\_\_ of 2020.

\_\_\_\_\_  
*Signature and seal of the Guarantors*

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

**8. TEAM COMPOSITION AND TASK ASSIGNMENTS**

Name	Position	Task

Name of Signatory: .....

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp.....

**9. CV'S FOR KEY MANAGERIAL AND TECHNICAL STAFF FORM**

Attach the CV fitting in with the requirements of staff in the format below. The CV must be signed personally by staff member and authorized representative of the firm

Proposed position: .....

Name of Firm: .....

Name of Staff: .....

Profession: .....

Date of Birth: .....

Years with Firm: ..... Nationality: .....

Membership in Professional Societies: .....

Detailed tasks assigned: .....

**Key Qualifications:**

*(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations).*

.....  
.....

**Education:**

*(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained).*

.....  
.....

**Employment Record:**

*(Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of*



*assignments).*

.....  
.....

**Certification:**

I, the undersigned, certify that these data correctly describe me, my qualifications and my experience.

.....Date: .....  
(Signature of staff member)

..... Date: .....  
(Signature of authorized representative of the firm)

**10. CLIENTS REFERENCE FORM**

Using the format below, provide information of each item required in the project under consideration that is relevant to works for which your firm was legally contracted/implemented in the last three years. Indicate the details for companies in the private/public sector where you have undertaken/are undertaking in the following format.

<b>NO.</b>	<b>NAME OF CLIENT</b>	<b>CONTRACT PERIOD</b>	<b>TELEPHONE</b>	<b>DATE OF CONTRACT</b>	<b>CONTRACT VALUE</b>
1					
2					
3					
4					
5					

Name of Signatory: .....

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp.....

**NB:** The Authority reserves the right to ask for confidential recommendations from the above clients.

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_

\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

\_\_\_\_\_

\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**FORM RB 1**

**REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....  
BETWEEN  
..... APPLICANT AND  
.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the Insurance Regulatory Authority of.....dated the...day of .....20.....in the matter of Tender No.....of.....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email ....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: - 1.

- 2.
- etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

SIGNED  
Board Secretary