



MERU COUNTY INVESTMENT & DEVELOPMENT CORPORATION

MERU COUNTY MAISONNETTE BUILDING (AT THE
LOCATION OF CONSOLIDATED BANK MERU BRANCH), 1ST FLOOR
KENYATTA AVENUE, OFF MERU-NANYUKI HIGHWAY
P.O. BOX 3194 – 60200
MERU

Email: info@investmeru.co.ke
Cc. procurement@investmeru.co.ke

TENDER NO: MCIDC/T013/2018-2019

**TENDER DESCRIPTION: PROVISION OF GENERAL INSURANCE
SERVICES**

(Underwriters Only)

SUBMISSION DEADLINE: 07th February 2019 AT 11.00 A.M

January, 2019.

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SECTION I

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INVITATION FOR TENDERS

TENDER NO. MCIDC/T013/2018-2019 – PROVISION FOR GENERAL INSURANCE SERVICES

The Meru County Investment & Development Corporation invites sealed bids from eligible firms for the Provision of General Insurance Services for a period of one (1) year and may be renewed for a further one year at the sole discretion of MCIDC subject to satisfactory performance.

Interested bidders may inspect and download the tender document from our website www.investmeru.co.ke or from the Meru County Government website www.meru.go.ke and submit the same free of charge.

Bidders are required to download the tender documents from the website free of charge and immediately email their name and contact details (cellphone number, email, and company name) to: procurement@investmeru.co.ke for records and communication of any tender clarifications and addenda.

Bidders are free to contact the office of the Managing Director or Procurement on the 1st Floor Meru County Maisonnette Building (at the location of Consolidated Bank branch Meru), Kenyatta Avenue, off Meru-Nanyuki Highway, during normal working days between 8.00 am - 1.00 pm and 2.00 -5.00 pm for any clarification regarding the tender. Bidders shall not contact or discuss any aspect of their tender with corporation after the closing date and before the receipt of notification of award of tender or letters of regret as applicable. Any such contact shall lead to disqualification.

Interested bidders shall be required to submit their tender documents in **two (2) sealed envelopes enclosed in a larger outer envelope clearly labeled “PROVISION OF GENERAL INSURANCE SERVICES – Tender Reference No. MCIDC/T013/2018-2019”** with the instructions **“Do not open before 07th February 2019 at 11:00AM)”** and shall be submitted as one (1) **ORIGINAL** which shall be clearly marked **“ORIGINAL”** as appropriate and one (1) **“COPY”** which shall be clearly marked as such.

Completed tender documents are to be enclosed in plain sealed envelopes clearly marked **“TENDER FOR PROVISION OF GENERAL INSURANCE SERVICES FOR MERU COUNTY INVESTMENT & DEVELOPMENT CORPORATION – Tender Ref No. MCIDC/T013/2017-2018 – Do not open before 07th February 2019 at 11:00am** and addressed to:

**The Ag. Managing Director,
Meru County Investment & Development Corporation
P.O Box 3194 – 60200,
MERU**

and be deposited in the Tender Box located at:

Block A 1st Floor, Meru County Masonite Building (at the location of Consolidated Bank branch Meru), Kenyatta Avenue, off Meru-Nanyuki Highway

So as to be received on or before 07th February 2019 at 11:00AM

Tenders will be opened immediately thereafter in the presence of the Candidates and/or their representatives who choose to attend at the Boardroom:

Ag. Managing Director.

SECTION II - INSTRUCTION TO TENDERERS

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2.1. Eligible Tenderers

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

2.2 Cost of Tendering

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

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of Insurance Cover
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Contract Form
 - (ix) Confidential Business Questionnaire Form
 - (x) Tender security Form

- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (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 the Procuring entity by post, or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

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

2.5 Amendment of Tender Documents

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

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

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

2.6 Language of Tenders

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

2.7. Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

2.8. Form of Tender

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

2.9. Tender Prices

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

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

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

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

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

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

2.12. Tender Security

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

2.12.2 The tender security shall be 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 of:

- 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 2.12.2 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

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

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

2.12.8 The tender security may be forfeited:

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

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

- 2.14.1 The tenderer shall prepare original and 2 COPIES of the tender, clearly marking each "ORIGINAL TENDER" and "COPY 1 and COPY 2 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 1 OF TENDER" and COPY 2 OF TENDER. The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender.
 - (b) Bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE 07th February 2019 at 11:00am."
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **07th February 2019 at 11:00am**.

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

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

2.17. Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **07th February 2019 at 11:00am** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other

details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

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

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

- (a) operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract

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

- (a) Operational Plan

- (i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

- (b) Deviation in payment schedule

- (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. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

2.23. Contacting the Procuring entity

- 2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

- 2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

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

- 2.25.1 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 Vary Quantities

2. 26.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the service requirement originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

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

- 2.27.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.27.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.27.3 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.

2.28. Notification of Award

- 2.28.1 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.
- 2.28.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.29. Signing of Contract

- 2.29.1 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.

2.29.2 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.

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

2.29.4 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.

2.30. Performance Security

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

2.30.2 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.

2.31. Corrupt or Fraudulent Practices

2.31.1 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.

2.31.2 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

2.33.3 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. Eligible Tenderers	Licensed Insurance Underwriters Only
2.9. Tender Prices	<p>Bidders shall state the rates used to determine the prices indicated. It is the responsibility of the bidders to confirm that the quoted premium rates are in compliance with terms of their existing reinsurance treaties and that the premium rates are acceptable to the Insurance Regulatory Authority</p> <p>Bidders shall not submit any conditional terms with regard to placement, co-insurance, reinsurance or accommodation terms – such bids will be treated as non-responsive.</p>
2.11 Tenderers Eligibility and Qualifications	<p>1. Conditions to be met by the Underwriter.</p> <ul style="list-style-type: none"> a) Must be registered by IRA for the current year. b) Must have a professional Indemnity Insurance Cover of at least Kshs. 100 million and a valid copy submitted. c) List of 5 Corporate clients and recommendation letters for the last 3 years (Attach recommendation letters) d) Must submit a copy of the audited accounts for the last three (3) years. e) Must attach detailed company profil including the CV's of key personnel qualification: <ul style="list-style-type: none"> i. Team Leader: A post graduate qualification in management related studies; Professional qualification in insurance Must possess ACII / AIIK and 5 years' experience in the insurance industry. ii. Other Key staff professional qualification in insurance or related field.

	<p>f) Valid tax compliance certificate from KRA (to be verified with KRA TCC Checker).</p> <p>g) Certificate of Registration/ Incorporation.</p> <p>h) Valid Single Business Permit from the County Government.</p> <p>i) Provide Confidential Business Questionnaire form duly filled and signed.</p> <p>And all other mandatory requirements as required here below</p>
2.12. Tender Security	Interested firms to provide a Tender security of Kes. 100,000 in form of a Bank Guarantee.
2.13	<p>(i) Award of Contract shall be on policy by policy basis unless specifically provided for in the Schedule of Requirements;</p> <p>(ii) Award of Contract shall also consider whether the Underwriter has previously failed to satisfy Service Level Agreements or agreed Performance Benchmarks in any previous Contracts relating to that particular policy, in which case the policy shall be awarded to the next lowest evaluated compliant Bidder.</p>
2.14.1 Number of Tender Copies Required	One (1) Original and (1) Copy properly bound. The Tender documents shall be paginated/ serialized chronologically
2.15	<p>The inner and outer envelopes shall bear the Words:</p> <p>(i) Tender Name: Provision of General Insurance Services</p> <p>(ii) Tender No: MCIDC/T013//2018-2019 DO NOT OPEN BEFORE 07th February 2019 at 11:00am.</p> <p>This tender is based on the One envelope bid system. The bidder MUST submit a bid which has a combined technical proposal and a financial proposal sealed separately and submitted in Two Copies marked “ORIGINAL” and “COPY” in separate envelopes enclosed in a larger outer envelope</p> <p>Tenders must be addressed and delivered to: The Ag. Managing Director, Meru County Investment & Development Corporation P. O. Box 3194-60200, MERU.</p>
2.15.2 (b) State day, date and time	Tenders must be received on or before 07th February 2019 at 11:00am.

2.16.3	Bulky tenders will be received by authorized corporation Staff members and recorded and signed for in a register by the representative of the Authority.
2.18.1	Tenders will be opened at the time stated in the presence of tenderers or their representatives
2.22	<p>EVALUATION CRITERIA</p> <ul style="list-style-type: none"> • Tenderers will be required to be eligible and pass the preliminary evaluation having submitted all the mandatory documentation before being considered for technical evaluation. See Below • A two stage procedure will be adopted in evaluating the proposals with the technical proposal being evaluated before the financial proposals are evaluated. Material deficiencies in providing the information requested may result in rejection of a proposal. <p><i>Tenderers will be disqualified from the tendering process if they do not pass the preliminary evaluation by not submitting all the mandatory documentation listed above.</i></p>
2.24	POST QUALIFICATION
	Based on the information provided by your firm the Meru County Investment & Development Corporation will conduct due diligence to verify the details provided.

(II) CRITERIA OF EVALUATION

The evaluation criteria will be applied as indicated here below:

1. Mandatory Requirements

S/no	Particulars	Yes/ No
1.	Submit a tender security in the amount of Kes. 100,000 in form of a Bank Guarantee valid for 120 days from the date of tender closing date.	
2.	Valid Registration Certificate by the IRA for the current year	
3.	Proof of registration as a member of AKI for the current year	
4.	Submit a Copy of valid Tax Compliance from KRA (to be verified with KRA TCC Checker).	
5.	Submit a copy of Current Single Business Permit from County Government	
6.	Submit a Copy of Certificate of Incorporation/ Registration	
7.	Copy of PIN Certificate	
8.	Completion of Confidential Business Questionnaire Form (Must be filled and signed by the Authorized Signatory)	
9.	Duly completed and stamped form of tender	
10.	Properly bound well-presented document. All the pages of the tender document should be serialized	
11.	Copies of Audited Accounts for the last three years (2015, 2016 and 2017)	
12.	Original and copy of the tender document shall be placed in a sealed envelope clearly marked as “Original” and “Copy”	

NB: Bidders MUST meet all the mandatory requirements among others listed on the Appendix to Instructions to Tenderers instruction reference no. 2.11 qualify for technical evaluation.

2. Technical Evaluation

S/no	Particulars	Max Score	
1.	a) Reputation of the Underwriter: The financial strength of the underwriter. Capacity Adequacy Ratio at least 100% as computed by IRA (attach letter issued by IRA)	30	60
	b) Deductibles/ Excess: The bidder with the lowest Deductibles or Excess will obtain the maximum score while the rest will be prorated based on the bidder with the lowest deductibles/ excess.	10	
	c) Riders: The bidder with the highest rider or benefit will obtain the maximum score while the rest will be prorated based on the bidder with the highest rider/ benefit.	10	
	d) Benefit limit: The bidder with the highest benefits limits will obtain the maximum score while the rest will be prorated based on the bidder with the highest benefit limit	10	

2.	Provide a list of five Corporate Clients and recommendation letters for the last three years. (Attach recommendation letters) Client Reference Form Rating <ul style="list-style-type: none"> • Excellent (2 points each) • Good (1.5 point each) • Average (1 points) • Poor (0 points) Scores for each CR form will be averaged	10	
3.	Qualification and experience of key staff proposed for the assignment: <ul style="list-style-type: none"> i. Team leader: A post graduate in management related field; Professional qualification in insurance, must possess ACII/ AIK and 5 years' experience in insurance industry. 	10	20
	ii. Other staff; Professional qualification in insurance or related field	10	
4.	Submit a copy of each audited accounts for the last three (3) years (2015, 2016 and 2017)	5	
5.	Financial strength of the underwriter. Profitability and turnover. <ul style="list-style-type: none"> • Expense ratio = Total Expenses / Total Income where the underwriter with less than 70% expense awarded the maximum score. 	5	10
	<ul style="list-style-type: none"> • Working capital ratio = (Current Assets – Current Liabilities) / Total Assets where a underwriter with working capital is more than 40% is awarded the maximum score 	5	
Total Score		100	

NB: To qualify at technical evaluation to proceed to financial evaluation the bidder must score a minimum of 70%

3. Financial Evaluation

The premium quoted for each lot: The firms that would offer the lowest premium will be considered for tender award.

The successful firm shall be awarded the contract for a period of one year with a possibility of a renewal for a further period of two years at sole discretion of MCIDC subject to satisfactory performance.

4. Due Diligence

Due diligence will only be done to the successful bidder i.e. lowest responsive bidder and thereafter recommendation will be made for a further possible award.

SECTION III - GENERAL CONDITIONS OF CONTRACT

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3.1. Definitions

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

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

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection

therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

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

3.6 Performance Security

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

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

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

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

3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

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

3.8. Payment

- 3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.82. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (30) days after submission of an invoice or claim by the contractor

3.9. Prices

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 25% of the original contract price
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10. Assignment

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

3.11. Termination for Default

- 3.11.1 The Procuring entity may within 30 days' notice, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:
 - (a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
 - (b) If the Contractor fails to perform any other obligation(s) under the Contract
 - (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

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

3.12. Termination for Insolvency

- 3.12.1 The Procuring entity may at any time terminate the contract by giving 14 days 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 30 days written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14. Resolution of Disputes

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17. Force Majeure

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

3.18. Notices

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

Reference of General Conditions of Contract	Special conditions of contract
3.6 Performance security	10% of the contract sum in form of an unconditional bank guarantee
3.7 Delivery of Service	<p>The insurance firm shall be required to confirm cover before the commencement date by delivering Policy Document and insurance certificates where applicable. The policy document shall be prepared and delivered within 30 days from the date of notification of award so as to be incorporated in the contract document.</p> <p>Period of one year with a possibility of a renewal for a further period of two years at sole discretion of MCIDC subject to satisfactory performance.</p>
3.8 Payment	Immediately after receipt of invoices/ debit notes
3.9 Price adjustment	Price adjustments will only be allowed after successful negotiations between the two (2) parties, within acceptable margins and shall be in writing.
3.16 Applicable laws	The laws of the Republic of Kenya
3.18 Notices	The Ag. Managing Director Meru County Investment & Development Corporation, P. O. Box 3194-60200, Meru.

SECTION V – SCHEDULE OF REQUIREMENTS AND TERMS OF REFERENCE

Background Information

The Meru County Investment & Development Corporation (MCIDC) is a County Corporation established under the Meru County Investment and Development Corporation Act of 2014 (hereinafter called the Act) with the mandate of promoting investments in Meru County.

The Corporation invites sealed bids from registered Underwriters for the provision of General Insurance Services for the below classes of insurance covers.

SCHEDULE OF REQUIREMENTS & TERMS OF REFERENCE FOR GENERAL INSURANCE

S/no	Insurance Type	Description	Cover
1.	Fire & Perils	Loss of or damage to MCIDC property through all types of fires.	I.e. Office partitions, furniture and fittings. Estimated at Kshs 2,324,786.00
2.	Burglary	Loss of or damage to MCIDC property arising from burglary, forcible or violent entry and exit from the premises	Furniture, fittings, electronic equipment. Estimated at Kshs 5,886,870.00
3.	All Risks	Indemnity of movable assets against loss, damage to property as a result of any cause.	E.g. Laptops, electronic equipment and any other assets. Estimated at Kshs 3,562,084.00 NB. On replacement (new for old)
4.	Money	Loss of money and damage to safes. Money include; cash, bank and currency notes, uncrossed and bearers' cheques among others	Cash in transit until paid out – Kshs 100,000.00
			Cash locked in the safe – Kshs 100,000.00
			Cash in the premises during business hours – Kshs 100,000.00
			Cash in the hands of an officer until paid out- Kshs 100,000.00
			Estimated Annual carry – Kshs 0
5.	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	Accidental death or bodily injury to any person. Accidental loss or damage to third party property Any one occurrence claim – Kshs 10,000,000.00
6.	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 Shillings	Kshs. 2,000,000.00
7.	Group Personal Accident and Work Injury Benefits Policy for Employees	Cover is against liability under the WIBA Act 2007 payment of benefits. This includes compensation for death or disablement resulting from accidental bodily injury	Benefits a) Accidental Death – WIBA 8 years' salary, GPA five years' salary

		<p>sustained by the insured's employees anytime and anywhere in the world.</p> <p>Cover for 14 employees and 6 contract and temporary and casual employees.</p>	<p>b) Permanent Total Disability - WIBA 8 years' salary, GPA five years' salary</p> <p>c) Temporary Total Disability – Actual weekly earnings up to 104 weeks.</p> <p>d) Funeral Expenses – Kshs 200,000 per temporary employees</p> <p>e) Last Expense – Kshs 100,000 for employees</p> <p>f) Accumulation limit of Kshs 10,000,000.00</p>
8.	Group Personal Accident for Board of Directors	<p>Cover is compensation for death or injury sustained by three (3) Board of Directors Compensation of permanent disability as a result of accident.</p> <p>Temporary disability based on actual weekly earnings up to 104 weeks</p>	<p>Benefits</p> <p>a) In case of death Kshs 1,000,000.00 per director</p> <p>b) Permanent total disablement Kshs. 1,000,000.00 per director</p> <p>c) Temporary total disablement – Kshs. 100,000.00 per director</p> <p>d) Last Expense – Kshs 100,000.00 per director.</p> <p>e) Accumulation limit of Kshs 2,000,000.00</p>
9.	Group life assurance for employees	<p>To provide cover for death in service benefit for the insured's member of staff equal to five year's basic annual salary.</p> <p>In case of critical illness compensation for total and permanent disability.</p> <p>Last expense</p>	<p>Benefits</p> <p>In case of death in service compensated a sum equivalent to five times the employee's annual salary.</p> <p>In case of critical illness is 30% of group life sum assured up to maximum 1 million shillings.</p> <p>In case of total and permanent disability equal to group life sum assured of five times basic annual salary.</p> <p>Last expense of employee – Kshs 100,000.00</p> <p>Limit of Liability</p> <p>Free cover limit – indicate amount.</p> <p>Critical illness – indicate amount</p>

Table 1**Employees Earnings**

S/No.	No. of Employees	Total Earning (basic and gross)
	14 – permanent employees & 6 on contract & temporary employees	Total annual basic salary – Kshs 14,736,000.00
		Total annual gross salary – Kshs 20,588,800.00

SCHEDULE OF REQUIREMENTS – GENERAL INSURANCES FOR MERU COUNTY OILS LTD

Category of Insurance in the Lot	Particulars of Insurance	Risk to be Covered	Details	Sum Assured (Kshs.)
A	Fire and perils	Loss of and/or damage to insured property from all types of fires, lightening, full explosion, earthquakes (Fire, shock and volcanic eruption), bush fire, spontaneous combustion, all types of impact (aerial, land etc.) riot, strike, malicious damage, all types of water damage and special perils occasioned by an insured peril	On, Petrol station structure, fuel pumps, standby generator , air compressor, underground fuel tanks, office equipment, computers and other electronic equipment, furniture, communication equipment's, documents and accessories	Kshs. 35 million
B	Burglary & theft	Indemnity for loss of or damage to property insured resulting from forcible entry or exit from the premises specified and or including theft.	Computers and other electronic equipment, furniture, communication equipment, lubricants and other accessories located at the Meru County Oils Petrol Station.	Kshs. 4,179,394.88
C	Fidelity Guarantee Insurance	Indemnity against loss of money and/or stock and/or stores caused by fraud or dishonesty on the insured's employees	6 staff,	Kshs 3,000,000

D	Public liability Insurance	Indemnity against legal liability to third parties in respect of death, bodily injury and/or illness and/or loss of, or damage to property arising out of the operations of the insured or its agents	Liability in general	Kshs. 10,000,000.00
E	All Risks (computers/ all electronics/ office accessories)	Any unforeseen physical loss of or damage to petrol station equipment, computers and other electronic equipment, communication equipment and accessories	All equipment, computers and other electronic equipment, communication equipment and accessories at the Petrol Station.	Kshs. 4,179,394.88
F	Political Violence & Terrorism, Riots & Sabotage	Loss and or damage to property, business interruption arising from Sabotage, terrorism, mutiny, rebellion, insurrections and cou d'eat etc. this include buildings, equipment contents, stock and electronic data loss/damage arising due to riot, strike and civil commotion.	Material damage and business interruption	Kshs. 35million

SECTION VI – STANDARD FORMS

Form of Tender

To:

Date _____

Meru County Investment & Development Corporation

Tender No. MCIDC/T013/2018-2019

Tender Name Provision of General Insurance Services

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide General Insurance Services under this tender in conformity with the said Tender document for the sum of[Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

Dated this _____ day of _____ 2016

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE FORM.

Table 1

MERU COUNTY INVESTMENT & DEVELOPMENT CORPORATION

PREMIUM SUMMARY

S/No	Policy/ Class	Sum Insured/ Assured	Total Cost Payable by Client			Excess
			Premiums	Taxes – Show separately all applicable taxes	Total Premium	
1.	Fire & Perils					
2.	Burglary					
3.	All Risks					
4.	Money					
5.	Public Liability					
6.	Fidelity Guarantee					
7.	Group Personal Accident and Work Injury Benefits Policy for Employees					
8.	Group Personal Accident for Board of Directors					
9.	Group life assurance for employees					
10.	Last Expense cover for directors					
Total Premium Quoted in Kes, Taxes and all charges included						

Table 2**MERU COUNTY OILS LTD****PREMIUM SUMMARY**

Item No.	Description of Insurance Cover	Total Annual Premium Quoted in Kes, Taxes and all Charges Included	Excess
	Provision of General Insurance Cover. (Total Premiums for all the items in the Lot should be indicated)		
A	Fire and perils		
B	Burglary & theft		
C	Fidelity Guarantee Insurance		
D	Public liability Insurance		
E	All Risks (computers/ all electronics/ office accessories)		
F	Political Violence & Terrorism, Riots & Sabotage		
Total Premium Quoted in Kes, Taxes and all charges included			

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

Name of the Underwriter: _____

Name of Signatory: _____

In the Capacity of: _____

Authorized Signature: _____

Company rubber stamp/ seal: _____

Tender Number and Name:

To:

Meru County Investment & Development Corporation

P.O Box 3194 – 60200,

Meru

KENYA

Dear Sirs and Madams,

Dear Sirs /Madams,

Having read, examined and understood the Tender Document including all Addenda, receipt of which we hereby acknowledge, we, the undersigned Bidder, offer to provide General Insurance services for the sum of.....(total tender price in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices inserted by me/ us above.

Name of Bidder

Name and Capacity of authorized person signing the Tender

Signature of authorized person signing the Tender

Stamp of Bidder

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 tenderers] (hereinafter called “the tendered”) of the other part:

WHEREAS the Procuring entity invited tenders for the General Insurance Cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____
[Contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer;
- (b) the Schedule of Requirements
- (c) the Details of cover
- (d) the General Conditions of Contract
- (e) the Special Conditions of Contract; and
- (f) the Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GPA 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) Which ever applies to your type of business

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

Part 1 General:

Business Name

Location of business premises

Plot No. Street/Road

.....

Postal Address Tel. No. Fax Email

.....

Nature of business Registration

Certificate No.

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

Name of your bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age

Nationality Country of origin

..... Citizenship

details.....

Party 2(b) – Partnership

Give details of partners as follows

Name	Nationality	Citizenship	Details
Shares			

1.

2.

...

3.

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.

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

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?

THE CONDITIONS of this obligation are:-

- 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)

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PERFORMANCE SECURITY FORM

To:
[Name of 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 of insurance 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 a 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 of money 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 _____ 20

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

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..... (*Name of the Procuring Entity*) of

.....dated the...day of20.....in the matter of Tender

No.....of20...

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.

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 of20.....

SIGNED

Board Secretary