

COUNTY ASSEMBLY OF EMBU



**TENDER DOCUMENT
FOR**

**PROVISION OF GROUP LIFE INSURANCE COVER
FOR MEMBERS AND STAFF OF COUNTY ASSEMBLY
OF EMBU.**

TENDER NO.

(CAE/ONT/INS/002/2020-2021)

CLOSING DATE: (27TH AUGUST 2020)

CLOSING TIME: (11.00AM)

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SECTION I - INVITATION TO TENDER

Date: (12TH AUGUST 2020) - TENDER NO.(CAE/ONT/INS/002/2020-2021)- FOR PROVISION OF GROUP LIFE INSURANCE COVER FOR MEMBERS AND STAFF OF COUNTY ASSEMBLY OF EMBU.

The County Assembly of Embu invites sealed tenders from eligible candidates for Provision of Group Life Insurance Cover for Members and staff of County Assembly for a period of one year.

Interested eligible candidates may access Tender documents detailing the requirements FREE of charge from <http://embuassembly.go.ke/procurement> or from Public Information Procurement portal <http://tenders.go.ke>.

Completed tender documents must be properly serialized in every page including all attachments and are to be enclosed in plain sealed envelopes, marked with the tender number, name and be deposited in the tender box provided at The County Assembly Of Embu offices located at Spring Valley area, along James Nyaga Crescent road, off Embu-Meru Highway, opposite Faith House and addressed to:

**Clerk of the County Assembly P. O.
Box 140-60100
Embu**

so as to be received on or before **(27th August 2020 at 11.00 am)**

Prices (Premium) quoted should be net inclusive of all taxes and delivery cost, must be in Kenya Shillings and should remain valid for 90 days after the date of Tender Opening.

Tenders must be accompanied by a tender Security of **(Kshs.10,000)** in form of a bank guarantee from a reputable bank in Kenya valid for 120 days from the date of tender opening.

Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at the County Assembly of Embu Offices.

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THE CLERK

COUNTY ASSEMBLY OF EMBU

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the 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 County Assembly of Embu (CAE) board members, members, staff employees, and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under existing laws.
- 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 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 tender document shall be downloaded free of charge from the County Assembly of Embu website.
- 2.2.3 CAE shall allow the tenderer to review the tender document free of charge.

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with paragraph 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 service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Notification of award
- xiii) Integrity declaration
- xiv) Supplier's detail form
- xv) Non- debarment statement

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications 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 Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the 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 no later than seven (7) days prior to the deadline for the submission of 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 prospective tenderers who have received the tender documents.

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

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, 2.10 below.
- (b) Documentary evidence established in accordance with paragraph 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted; Tender security furnished is in accordance with Clause 2.12
- (c) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices 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 2.22.

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

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

original contract price.

2.9.6 Price variation requests shall be processed by the procuring entity within 60 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 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 its tender is accepted.

2.11.2 The documentary evidence of the tenderers 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 Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 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 2.12.8

2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of a bank guarantee.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

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

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.8 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;

or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 2.26

or

(ii) to furnish performance security in accordance with paragraph 2.27

or

(c) If the tenderer rejects, correction of an error in the tender. Validity of Tenders

2.13 Validity if tender

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by CAE, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.1 In exceptional circumstances, CAE 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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The original 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.

2.14.2 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the copy of the tender **in separate envelopes**, duly marking the envelopes as “ORIGINAL TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- a) Be addressed to the Procuring entity at the address given in the invitation to tender
- b) Bear, tender number and name in the invitation to tender and the words: “**DO NOT OPEN BEFORE (27th August 2020 at 11.00 am)**”

2.15.1 The 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”.

2.15.2 If the envelope is not sealed and addressed as required by paragraph 2.15.1, 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 CAE at the address specified under paragraph 2.15.2 not later than **(27th August 2020 at 11.00am)**

2.16.2 CAE may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of CAE 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 in 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 submission of tender, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the 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 cable, 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.

2.17.5 CAE may, at any time, prior to notification of tender award terminate or cancel procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 CAE shall notify all persons who submitted tenders of the termination within fourteen days of termination and such notice shall contain the reason for termination.

2.18 Opening of Tenders

2.18.1 CAE will open all tenders in the presence of tenderers representatives who choose to attend, on **(27th August 2020 at 11.00am)** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 As each tender is opened, the following shall be read out aloud and recorded in a document to be called the tender opening register; person submitting the tender, total price and tender security, modifications, discounts and such other detail that CAE at its discretion may find necessary

2.18.3 CAE shall, on request, provide a copy of tender opening register to the tenderer or their representative.

2.19 Clarification of tenders

2.19.1 To assist in the evaluation and comparison of tenders CAE may request, 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 shall be sought, offered, or permitted.

2.19.2 Any effort by a tenderer to influence CAE 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 CAE will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 CAE may waive any minor informality or nonconformity 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 2.22, CAE 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. CAE'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 CAE and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a other currencies

2.21.1 Where other currencies are used, CAE 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 CAE will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

2.22.3 CAE'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 2.22.4 and in the technical specifications:

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

Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

CAE 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 CAE's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment on a 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. CAE may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening. The committee may after tender evaluation but prior to award of tender conduct due diligence and present the report in writing to confirm and verify the qualifications of the tenderer who submitted the lowest evaluated responsive tender to be awarded the contract in accordance to existing laws.

2.22.6 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.

2.23. 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. 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 tenderer's tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, CAE will 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's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's 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.

b) Award Criteria

2.24.4 Subject to paragraph 2.22 CAE will award the contract to the successful tenderer

whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.5 Subject to paragraph 2.17.5 and 2.17.6 CAE 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. If CAE determines that none of the tenderers is responsive, It shall notify each tenderer who submitted a tender.

2.24.6 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.

2.25 Notification of award

2.25.1 Prior to expiry of the period during which tenders must remain valid, the County Assembly of Embu shall notify in writing the person submitting the successful tender that his tender has been accepted.

2.25.2 The successful bidder shall signify in writing the acceptance of award within the time frame specified in the notification of award. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, CAE will promptly notify in writing all other persons submitting tenders that their tenders were not successful, disclosing the successful tenderer as appropriate and reasons thereof. For greater certainty, a notification under paragraph 2.25.1 does not form a contract nor reduce the validity period for a tender or tender security

2.26 Signing of Contract

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

successful.

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

2.26.3 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.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from CAE, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender document.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event, CAE may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 CAE requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign an integrity declaration form provided in the tender document that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 CAE 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;

2.28.3 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 THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of 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

Instructions to tenderers (ITT)	Particulars of Appendix to Instructions to Tenderers
2.1	Particulars of eligible tenderers: Life Insurance/ Assurance Underwriting Companies only Licensed by the Insurance Regulatory Authority to transact this business in Kenya
2.2	Tender documents may be downloaded from www.embuassembly.go.ke free of charge
2.10	Quotations must be in Kenya Shillings only
2.11	Particulars of eligibility and qualifications documents of evidence required. Copies of: Certificate of Registration Certificate of valid tax compliance
2.12	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank valid for 120 days from the date of opening. Self-Issued Bid Bonds by the bidders will not be accepted. (Kshs.10,000)
2.13	Tender shall remain valid for a period of 90 days from the date of Opening
2.16.3	Bulky tenders which do not fit in the Tender box shall be delivered to the procurement department.
2..24 (a)	Particulars of post– qualification if applicable. CAE may inspect the premises, and demand to be provided with documents as evidence of having undertaken life insurance business as a condition for signing the contract
2.24 (b)	Award Criteria: Award will be made to the lowest of price among the tenderers who attain the minimum qualifying mark at the technical stage.
2.27	Particulars of performance security if applicable. The successful tenderer shall furnish the performance security of 10% of the quoted/ awarded amount within thirty (30) days of the receipt of notification of award from CAE, in accordance with the Conditions of Contract, in the Performance Security Form provided.

2.22 Evaluation & Comparison of tenders

The evaluation and comparison of tenders shall be as follows:-

Confirmation of compliance with Mandatory requirements.

- Bidders who fail to comply with any of the mandatory requirements shall be treated as non-responsive and rejected at this stage.

Technical Evaluation.

- Bidders who were responsive under the mandatory evaluation criteria shall be evaluated as per the Technical Evaluation Criteria set out in the table below. Bidders are required to score at least 80% to qualify for further evaluation under the Financial Evaluation Criteria.

Financial Evaluation.

- The quotations received from the responding bidders shall be evaluated and ranked from the lowest to the highest provided that the quotations were obtained from the eligible insurers as specified in Section 2.1. The financial evaluation shall also take into consideration the Price Schedule Form and any conditions attached to the quotations for each class of insurance specified in tables of Schedule of Insurance Requirements such as exclusion clauses which will not be favorable to CAE

Note.

The provision of insurances services will be awarded to the overall lowest evaluated bidder

2.23 EVALUATION CRITERIA

PRELIMINARY REQUIREMENTS (MANDATORY REQUIREMENTS)

S/No.	Documents/ Evidence to be Submitted/ Requirement	YES/ NO
MR1.	Copy of Certificate of Incorporation	
MR 2.	Copy of Valid Tax Compliance Certificate	
MR 3.	Must be Life Insurance/ Assurance Underwriting Company	
MR 4.	Must submit a duly filled, stamped and signed Confidential Business Questionnaire	

MR 5.	Should provide a self-written, signed and stamped declaration that the bidder is not debarred from participating in Public Procurement in the format provided in the tender document	
MR 6.	Should provide a self-written, signed and stamped declaration that they will not engage in any corrupt practice in the format provided in the integrity declaration form.	
MR 7.	Must Fill the Form of Tender in the format provided in the tender document	
MR 8.	Must Fill the Price Schedule in the format provided in the tender document	
MR9	Must be approved by the Insurance Regulatory Authority to conduct business in Year (2020)	
MR 10	Must submit sample policy document	
MR 11	Must submit copies of certified Audited accounts for the last three years (2017, 2018 and 2019)	
MR 12	The firm must provide a valid business permit	
MR 13	Must provide current CR12 form	
MR 14	The document must be paginated/serialized including all attachments	
MR15	Must submit membership certificate for the year (2020) from Association of Kenya Insurers. (AKI)	
MR 16	Must submit a valid registration certificate by Insurance Regulatory authority (IRA) as a grouplife service provider.	
MR 17	Must provide a tender security of (Kshs.10,000) inform of a bank guarantee from an authorized bank.	
	At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further. Bidders Who Are Responsive to All the Requirements Will Proceed to Technical Evaluation Stage II	

TECHNICAL EVALUATION STAGE I:

COVER DETAILS			YES/NO
	1. Minimum Accumulation limit Kshs.100,000,000/=	Please note that the bidder's remarks for this stage is 'YES' or 'NO' and no	
	2. Age limit: At entry 18-65 years		
	3. Disappearance		
	4. Worldwide cover		
	5. Hijack		
	6. Automatic additions/deletions of staffs		
	7. Riot, strike and civil commotion		
	8. 24 hours a day coverage (Duty or Pleasure)		
	9. Including aviation risks		
	10. Political risks		
<p>Bidders whose coverage does not include all the above or Who does not agree to any of the Mandatory Requirements Above Will Be Eliminated from The Entire Evaluation Process.</p> <p>Bidders Who Are Responsive to All the Requirements Will Proceed to Technical Evaluation Stage II</p>			

EVALUATION OF TENDERS: TECHNICAL EVALUATION – STAGE II & III

The tenders will be technically evaluated as stipulated below:

EVALUATION OF TENDERS TECHNICAL EVALUATION – STAGE II

COVER DETAILS		REQUIREMENT	Tenderer must respond 'agreed' to all the
Policy	CAE members and Staff Group Life Insurance Cover with last expense and critical illness rider.	<i>Mandatory</i>	
Period	One (1) year period. (12	<i>Mandatory</i>	

	months)		
Scope Of Cover	Provides compensation to CAE members and staff in the event of death and/ or fatal injury or critical illness or permanent total disability. Employees details provided on Section VI	<i>Mandatory</i>	
Sum Insured - Mandatory (These Are The Basic Minimums and Must Be Met in Full)	Benefits: <ul style="list-style-type: none"> • Death in service benefit – 3 years basic salary 	<i>Mandatory</i>	
	<ul style="list-style-type: none"> • Permanent Total Disability- 3 years basic salary 	<i>Mandatory</i>	
	<ul style="list-style-type: none"> • Last expense cover - Members and staff not less than Kshs.100,000.00 	<i>Mandatory</i>	
	<ul style="list-style-type: none"> • Critical illness rider 30% of death in service benefit • Waiting Period (Critical Illness): Maximum 6 months 	<i>Mandatory</i>	
	<ul style="list-style-type: none"> • No exclusion on HIV & AIDS 	<i>Mandatory</i>	
	<ul style="list-style-type: none"> • COVID 19 	<i>Mandatory</i>	
Excess	NIL	<i>Mandatory</i>	
Cancellation Notice	Sixty (60) Days	<i>Mandatory</i>	
Tenderer MUST respond ‘agreed’ to all the requirements for members and Staff Group Life Assurance with Last Expense and Critical Illness Rider			

EVALUATION OF TENDERS: TECHNICAL EVALUATION – STAGE III

S/No.	Documents to be Submitted/ Requirement	Max. Marks
1	Average Net assets for 3 years (2017, 2018 and 2019): a. Between 100 Million - 250 Million: 5 marks b. Between Kshs. 251 Million - 500 Million: 10 marks	15

	<p>c. Kshs. 501 Million and above: 15marks</p> <p><i>(Where Net assets = Total Assets – Total Liabilities)</i></p>	
2	<p>Average Gross earned premiums for the 3 years (2017,2018 and 2019):</p> <p>a. Below Kshs. 150 Million: 0 marks</p> <p>b. Between Kshs. 150M - 500 Million: 5 marks</p> <p>c. Kshs. 500 – 1Billion: 8marks</p> <p>d. Kshs 1Billion - Kshs 3 Billion: 8 marks</p> <p>e. Above Kshs 3 Billion: 15 marks</p>	15
3	<p>Average Profit after tax for the 3years (2017,2018 and 2019):</p> <p>a. Below Kshs. 150 Million: 0 marks</p> <p>b. Between Kshs. 150M - 500 Million: 5 marks</p> <p>c. Kshs. 500 – 1Billion: 10marks</p> <p>d. Kshs 1Billion -Kshs 3 Billion: 15 marks</p>	15
4	<p>Total Paid-up capital for the Life Business:</p> <p>a. Below Kshs. 500 Million – 0 marks</p> <p>b. Kshs.500Million and above– 15 marks</p>	15
5	<p>High ratings by a reputable rating agency like AIBK or AKI within the last 24 months and a copy of the certificate issued by the rating agency submitted</p> <p>a. Rating 1 (1st best) = 12 marks</p> <p>b. Rating 2 (2nd best) = 8 Marks</p> <p>c. Rating 3 (3rd best) = 4 Marks</p> <p>NB/ Only one rating to be considered</p>	12
6	<p>Firms Experience in similar Business: -Provide 5 clients and references/ or other evidence in form of purchase orders, award letters or contracts to which the company has offered similar services in the last two (2) years. Bidders must provide reference letters on the employer’s letterhead, and that are duly signed and stamped by the relevant officer.</p> <p>Each client @2 marks, maximum marks = 10</p> <p>NB/ (Use the format in Table A below to give a summary of the clientele)</p>	10

7	<p>Staff Capacity: -Provide Copies of CV's for at least 3 Qualified staff (1 underwriter, 1 Claims officer & 1 Managerial position) that you intend to attach for the execution of the contract if successful.</p> <p>Each staff</p> <p>@ 2 marks, maximum marks = 6</p>	6
8	<p>Provide sensitization program to all members and staff of County Assembly of Embu on the Group Life Cover Policy within two months of award.</p> <ul style="list-style-type: none"> • Attach program and commit a budget towards the sensitization program. (3 Mks) 	3
9	<p>Settlement of Claims</p> <ul style="list-style-type: none"> ➤ Last Expenses Within 48 hrs after notification-4 Mks. ➤ Last Expenses beyond 48 hours after notification 0 Mks ➤ Group Life:14 Days on Full Documentation <ul style="list-style-type: none"> • 1-14 Days- 5Mks • Beyond 14days -0Mks 	9
	TOTAL MARKS: PART A:	100
	Financial Evaluation will be subject to firms with 80 marks and above on technical score . Bidders who obtain marks below this mark will be disqualified from further evaluation.	
	Financial Evaluation – will be based on the lowest offer price	
2.24.4 b	Award Criteria – The Tender with the lowest evaluated Price	

Table A

No.	Contact Information	Details
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract Period	
	Premium (Kshs.)	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract Period	
	Premium (Kshs.)	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract Period	
	Premium (Kshs.)	
4	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract Period	
	Premium (Kshs.)	
5	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract Period	
	Premium (Kshs.)	

SECTION III- GENERAL CONDITIONS OF CONTRACT

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SECTION III – GENERAL CONDITUIONS OF CONTRACT

3.1 Definitions

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 contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract;
- d) “The Procuring entity” means the organization sourcing for the services under this Contract;
- e) “The contractor” means the individual or firm providing the services under this Contract;
- f) “GCC” means general conditions of contract contained in this section;
- g) “SCC” means the special conditions of contract;
- h) “Day” means calendar day and
- i) “CAE” means County Assembly of Embu

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 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 Patent Right’s

3.4.1 The contractor shall indemnify CAE 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.

3.5 Performance Security

- 3.5.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to CAE with a performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to CAE as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 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 bank guarantee issued by an authorized bank in Kenya.
- 3.5.4 The performance security will be discharged by CAE and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract

3.6 Period & Renewal of Contract

- 3.6.1 The contract shall last for 1 year (12 months) and the parties are at liberty to renew the contract for a period not exceeding one year subject to satisfactory performance review.

3.7 Payment

- 3.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.8 Prices

- 3.8.1 Prices charged 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 by the tenderer in its tender or in CAE request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

- 3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 Termination for Default

3.10.1 CAE may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer 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 tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.10.2 In the event CAE 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 undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services

3.11 Termination of insolvency

3.11.1 CAE may at anytime 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 produce or affect any right of action or remedy, which has accrued or will accrue thereafter to CAE.

3.12 Termination for convenience

3.13.1 CAE 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 CAE 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 CAE may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 Resolution of disputes

3.13.1 CAE and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

3.13.2 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.

3.14 Governing Language

3.14.1 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.

3.15 Force Majeure

3.15.1 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.

3.16 Applicable Law

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

3.17 Notices

3.17.1 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 E-mail and confirmed in writing to the other party's address specified in the SCC

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1 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.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

GCC Reference	Special conditions of contract
3.5	Specify performance security if applicable: 10% of the Quoted/ Awarded Amount inform of a bank guarantee by an authorized bank
3.7	Specify method Payments. Not more than three installments upon signing of the contract
3.8	Specify price adjustments allowed. None
3.13	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses of both parties. Client: The Clerk, County Assembly of Embu P.O box 140-60100, Embu Tel: 068-2231208. E-mail: countyassemblyofembu@gmail.com. Tenderer's Address:

SECTION V - SCHEDULE OF REQUIREMENTS

1. SCOPE OF COVER AND BENEFITS ADMINISTRATION

The Bidder must elaborate in details their scope of cover and benefits administration, the cover should include: -

- i. The policy should have a 24-hour worldwide coverage for members and staff of CAE payable upon death arising from **all causes** (i.e. accidental and illness related deaths).
- ii. The policy should provide for a lump sum payment of not less than 3 years' salary in the event of death or permanent total disability of a member during the contract period.
- iii. The bidder must stipulate the funeral/last expenses for members and staff.
- Not less than (Kshs 100,000.00)
- iv. Critical illness cover shall cover the following: - Heart attack, Heart Valve Replacement, Stroke, Cancer, Coronary Artery Disease, Major organ transplant, Kidney Failure, Coma, Multiple Sclerosis, Blindness, Deafness, Muteness, Major Burns, Benign Brain Tumor, Covid-19 and HIV/AIDS complications and Paraplegia or Paralysis.
- v. Payroll staff data required to be submitted by CAE before cover commences the format of table columns to be clearly indicated.
- vi. Bidder to specify settlement period of Funeral Expenses and Death Claims.
- vii. Must stipulate the documents to be submitted by CAE for both death and funeral claims settlement and waiting period before payment.
- viii. The bidder must indicate the Exclusions of Cover if any.
- ix. There should be no waiting period for new members.
- x. The winning bidder must provide a contact person (at its own cost) for the purposes of administration of the scheme, i.e. solving issues affecting members of the scheme.

CAE MEMBERS AND STAFF GROUP LIFE ASSURANCE SCHEME WITH LAST EXPENSE AND CRITICAL ILLNESS RIDER

COVER DETAILS	
POLICY	CAE Members and Staff Group Life Assurance Cover with last expense and critical illness rider.
PERIOD	1 year subject to Satisfactory Performance effective dates to be advised.
SCOPE OF COVER	Provides compensation to members and staff and or their dependants in the event of death from whatever cause and or accidental injury or occupational illness on 24hrs a day coverage basis.
INTEREST/SUM INSURED MANDATORY (THESE ARE THE BASIC MINIMUM AND MUST BE MET IN FULL)	<u>Benefits</u>
	• Death in service benefit – 3 years basic salary
	• Permanent Total Disability- 3 years basic salary
	• Last expense cover <i>- Members and staff (Not Less Than Kshs 100,000.00)</i>
	• Free Cover Limit of Minimum Kshs.10,000,000
	• Critical illness rider at 30% of death in service benefit
	• Proposed Waiting Period (Critical Illness): Maximum 6 months
	• No exclusion on HIV & AIDS
	• COVID 19
EXCESS	NIL
CANCELLATION NOTICE	Sixty (60) Days
EXTENSIVE CLAUSES	1. Accumulation limit – Kshs. 100,000,000/=
	2. Age limit: At entry 18-65 years
	3. Disappearance
	4. Worldwide cover
	5. Hijack
	6. Automatic additions/deletions

	7. Riot, strike and civil commotion
	8. 24 hour cover duty or pleasure
	9. Including aviation risks
	10. Political risks
ADDITIONAL REMARKS	

SECTION VI - DESCRIPTION OF SERVICES

TERMS AND REFERENCE FOR PROVISION OF GROUP LIFE COVER FOR CAE MEMBERS AND STAFF TO BE MET BY THE INSURANCE COMPANY

County Assembly of Embu intends to procure a Group Life Cover for CAE members and staff. The policy will indemnify demise of an employee as a result of **any cause** of death.

Population: The cover will be for **(One Hundred and Thirty (130) members and staff** of CAE.. CAE will avail a list of its members and staff together with their current salaries to the successful bidder.

Benefit During the period of cover, existing members and staff of

Payable CAE will be covered based on (3) times annual basic salary.

On death

Other Payable Bidder should also specify all other benefits payable under their policy.

Beneficiary Nomination: Each member of CAE Staff will nominate one or more beneficiaries. The benefit must be payable through CAE within two weeks on submission of the original certificate of death or death notification.

Duration/Renewal: The Scheme will expire after a period of twelve (12) months.
It will also cease if CAE terminates the contract with the Insurer in accordance to terms of contract according to paragraph 3.6

Last Expense: An inbuilt last expense cover of not less than Ksh100,000.00 shall be included alongside Group Life Cover. The last expense amount policy shall be paid within 48 hours upon notification of demise of a covered member.

Annual Basic Salary: The monthly basic salary for (130) CAE members and staff is **(Kshs.9,670, 514)** as per July, 2020 payroll. Annual basic salary for all CAE members and staff is Ksh.116,046,168.

Sensitization of members: The Bidder will be expected to sensitize all staff on the Group Life Cover Policy and will have to commit a budget towards the sensitization program. The Sensitization will be done to both members of county assembly and all employed staff within the first 2 Months upon award of the Contract

SECTION VII - 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 price schedule form must similarly be completed and submitted with the tender.
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 will 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. **Tender Security Form** – The tenderer shall provide a tender security in form of a bank guarantee from an authorized bank and in the format provided in the tender document.
6. **Integrity declaration form** – The tenderer shall sign a declaration form in the format provided in the tender document.
7. **Performance Security form** – The successful tenderer shall within 30 days of receipt of notification of award furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the tender document.
8. **Notification of award -** Prior to the expiration of the period of tender validity. CAE shall notify the successful tenderer in writing that its tender has been accepted.
9. **Non-debarment statement -** Should provide a self-written, signed and stamped declaration that they will not engage in any corrupt practice in the format provided in the integrity declaration form.

FORM OF TENDER

Date _____

Tender No.

Sir/Madam

Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provide **Insurance Cover** 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.

We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

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.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20_____.

(Name)

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

TENDER NUMBER:

..... **TENDER NAME:**

Tenderer:.....

Based on the information contained in the Description of Services, Tenderers should provide a breakdown of costs in the format shown below. The cost should include applicable taxes.

Insurance	No	Premium (Kshs.)
Group Life Assurance Cover and last expense with critical illness rider for Hon. Speaker, 33 MCAs' and 2 Service Board members	36	
Group Life Assurance Cover and last expense with critical illness rider for CAE Staff members	94	
Add applicable Taxes		
TOTAL(Take This Figure To The Form Of Tender)		

Name, Signature and Rubber Stamp of Tenderer's

Representative Name: _____

Signature: _____

Rubber Stamp: _____

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.

	<p>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 values of business which you can handle at any one time - Ksh Name of your bankers Branch</p>																				
	<p>Part 2 (a) – Sole Proprietor Your name in full.....Age.....Nationality.....Country of Origin..... Citizenship details</p>																				
	<p>Part 2 (b) – Partnership</p>																				
	<p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>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> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Part 2 (c) – Registered Company</p>																				
	<p>Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares												
Name	Nationality	Citizenship details	Shares																		
.....																		
	<p>Date.....Signature of Candidate.....</p>																				

FORMAT OF TENDER SECURITY INSTRUMENT

Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE of [*Name of bank*] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*](hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for

which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this ____ day of _____ 20 ____

THE CONDITIONS of this obligation are:

- 1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
- 2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, 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 Guarantor not later than the said date.

(Date)

(Signature of guarantor)

(Witness)

(Seal)

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 7 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

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 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 an authorised 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 20_____

Signature and seal of the Guarantors [name
of bank or financial institution] [address]

[date]

(Amend accordingly if provided by Insurance Company)

INTEGRITY DECLARATION

I/We/Messrs..... of
Street/avenue, Building, P. O. Box Code, of (town),
(Nationality), Phone E-mail declare that Public Procurement is based on
a free and fair competitive tendering process which should not be open to abuse.

I/We declare that
I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public
officer, their relations or business associates, pursuant to Section 62 of the Public Procurement &
Asset Disposal Act, 2015, in connection with

Tender name:

Tender No.

For/or in the subsequent performance of the contract if I/We am/are successful.

Dated this day of 20.....

Authorized Signature..... Official Stamp
.....

Name and Title of Signatory.....

8.10 -NON-DEBARMENT STATEMENT

I/We/Messrs..... of.....

Street/avenue,

..... Building, P. O. BoxCode, of (town), (Nationality), Phone

..... E-mail declare that I/We /Messrs

..... are not debarred from participating in public procurement

by the Public Procurement Oversight Authority pursuant to pursuant to Section 62 of the Public

Procurement & Asset Disposal Act, 2015

Dated this day of 20.....

Authorized Signature.....Official Stamp.....

Name and Title of signatory.....