

REPUBLIC OF KENYA



COUNTY ASSEMBLY OF SIAYA

TENDER DOCUMENT

FOR

**PROVISION OF GROUP PERSONAL ACCIDENT (GPA)
AND GROUP LIFE INSURANCE TO MEMBERS OF
COUNTY ASSEMBLY AND STAFF FOR THE FINANCIAL
YEAR 2017-2018.**

TENDER NUMBER: CAS/INS/ 2/17-18

**CLOSING DATE: WEDNESDAY 13TH SEPTEMBER, 2017 AT
12.00 NOON**

FORM OF TENDER

NAME OF FIRM.....

ADDRESS.....

DATE;

TO:

COUNTY ASSEMBLY CLERK,
COUNTY ASSEMBLY OF SIAYA
P.O.BOX 7-40600

SIAYA

RE: TENDER FOR.....

In accordance with Tender number.....

Received from Dated.....

I/We M/S

Hereby undertakes to offer provision of group personal accident and group life insurance to MCA'S and STAFF in accordance with the attached tender forms, conditions of tender and schedule of requirements at the prices shown against each item and in conformity with the scheduled time frame.

This applies to item numbers..... In the schedule representing a total amount of kshs (in words)..... Tendered for.

I/We understand that the county assembly of Siaya reserves the right to accept or reject this tender in part or in whole for any reasons it considers justifiable.

I/We agree that the terms of this tender will remain valid for a period of 90 days from the date of final submission of tenders, namely, theday of 20.....

In the event of this tender being accepted in part or in whole within the stipulated 90 days, I/We agree to supply against an order signed by an authorized officer of the county assembly of siaya,

those services accepted in this tender to the quoted delivery dates and that failure on my/our part to meet these requirements constitutes a breach of contract.

Tenderers name.....	Witnessed by.....
Tenderers Address.....	Address
Designation	Signature (witness).....
Telephone No.....	Telephone No.....
Signature.....	Date.....
Date	
Official stamp.....	

TENDER SECURITY FORM

Whereas M/S..... (hereinafter called “the tenderer”) has submitted its tender dated for the provision of (hereinafter called “the Tender”)

Know all people by these presents that We M/S of P.O.Box having our registered office at (hereinafter called “the Bank”), are bound unto the COUNTY ASSEMBLY OF SIAYA (hereinafter called “the Procuring entity”) in the sum of **Kshs 80,000** for which payment will and truly be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... Day of..... 2017

THE CONDITIONS of this obligation are:-

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

We undertake to pay to the County assembly of Siaya up to the above amount upon receipt of its first written demand, without the County assembly having to substantiate its demand, provided that in its demand the County assembly 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 tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]_____

Or Insurance company.

Official stamp

CAS/INS/2/17-18 TENDER FOR PROVISION OF GROUP PERSONAL ACCIDENT AND GROUP LIFE INSURANCE FOR MEMBERS OF COUNTY ASSEMBLY AND STAFF:

This TENDER document intends to identify and award registered Insurance firm OR Broker to offer GPA and Group life insurance cover to members of County Assembly and staff for the financial year **2017-2018**.

1.0 GENERAL INFORMATION;

TENDERER’S NAME.....

HEAD OFFICE ADDRESS.....

LOCATION.....

TELEPHONE/MOBILE NUMBER.....

FAX/E-mail

PLACE OF INCORPORATION/REGISTRATION.....

YEAR OF INCORPORATION/REGISTRATION.....

NATIONALITY OF OWNERS.....

NAME NATIONALITY:

1.
2.
3.

2.0 CONDITIONS TO BE MET BY TENDERERS:

- 1) Company profile
- 2) Copy of incorporation/registration certificate.
- 3) Copy of PIN/VAT certificate
- 4) Copy of tax compliance certificate.
- 5) Copy of Registration certificate from IRA & AKI
- 6) Certified Audited Financial Statements for 2 years
- 7) Copy of single business permit.
- 9) Tender security (**bid bond**) of Kshs 80,000
- 10) Please number all the pages of the document that you submit back.

3.0 GENERAL EXPERIENCE RECORD:

a) State similar nature of work performed by your firm and the contract amount in KSHS:

i) Name of client & Address.....

Nature of contract.....

Contract amount.....

Current status.....

ii) Name of client Address.....

Nature of contract.....

Contract amount.....

Current status.....

iii) Name of client & Address

Nature of contract.....

Contract amount.....

Current status.....

iv) Name of client & Address

Nature of contract.....

Contract amount.....

Current status.....

v) Name of client & Address

Nature of contract.....

Nature of contract.....

Contract amount.....

Current status.....

NB: ATTACH COPIES OF EVIDENCE (e.g. L.P.O's/L.S.O's and Notification of Award)

USE ADDITIONAL SHEETS WHERE NECESSARY.

4.0 PERSONNEL CAPABILITIES: STAFF

i) a)

Name.....

Title

Years of experience.....

b) Qualifications:

Professional.....
.....
.....

(attach copies of professional certificates)

ii) a)

Name.....

Title

Years of experience.....

b) Qualifications:

Professional.....
.....
.....

iii) a)

Name.....

Title

Years of experience.....

b) Qualifications:

Professional.....
.....
.....

(attach copies of professional certificates)

USE SEPARATE SHEET FOR ADDITIONAL STAFF.

5.0 FINANCIAL CAPABILITY;

NAME OF BANK.....
BRANCH.....
ADDRESS.....
TELEPHONE NO.
FAX/ E-MAIL

FINANCIAL INFORMATION;

- i) Total assets.....
.....
.....
- ii) Current assets.....
.....
.....
- iii) Total liabilities.....
.....
.....
- iv) Current liabilities.....
.....
.....
- v) Attach Certified Audited Financial statements for 2 years.

N/B: USE SEPARATE SHEET IF SPACE IS INADEQUATE.

DECLARATION;

I confirm that the information above is true and that I also authorize the Tender Evaluation Committee to cross-check (undertake due diligence) with my bankers and auditors, if need be.

NAME

DESIGNATION.....

SIGNATURE.....

DATE.....

TEL/NO.....

STAMP/SEAL.....

INSURANCE COMPANIE’S AUTHORIZATION FORM

To the COUNTY ASSEMBLY OF SIAYA,

Whereas M/S [Name of the Insurance company] who are established and reputable insurance service providers of [Name and/or description of the service] having offices at [Address of office] do hereby authorize [Name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No.

.....
for the above insurance services offere by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the services offered by the above firm against this Invitation for Tenders.

.....

[Signature for and on behalf of insurance company]

Official Rubber Stamp OR Company Seal

.....

Note: This letter of authority should be on the letterhead of the Insurance Company and should be signed by a person competent to do so.

GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

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

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not 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 County assembly 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 County Assembly's prior written consent, make use of any document or information.

- 3.4.3 Any document, other than the Contract itself, shall remain the property of the County assembly of Siaya and shall be returned (all copies) to the Procuring entity on completion of the contract's performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

- 3.5.1 The Contractor shall indemnify the County Assembly 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 as shall be prescribed by the County Assembly of Siaya.

- 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 conditions of contract

3.8. Payment

3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be upon performance of the tenderers obligation.

3.8.2. Payment shall be made promptly by the County Assembly, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

3.9. Prices

Prices charged by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments:

3.9.1 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 County assembly's prior written consent.

3.11. Termination for Default

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

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

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

3.13. Termination for Convenience

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

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

3.14 Resolution of Disputes

3.14.1 The County assembly 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 such as arbitration or the courts of law.

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.

3.17 Force Majeure

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

3.18 Notices

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

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

SCHEDULE OF REQUIREMENTS

1. DETAILS OF INSURANCE COVER – GPA

NO.	ITEM DESCRIPTION	CEILINGS
A.	1.DEATH 2.PERMANENT TOTAL DISABILITY 3.TEMPORARY TOTAL DISABILITY 4.MEDICAL EXPENSES 5.FUNERAL EXPENSES	3 YEARS SALARY 3 YEARS SALARY BASED ON WEEKLY EARNINGS ACTUAL INCURRED: KSHS 200,000 (MAX) KSHS 100,000 (MAX)

2. DETAILS OF INSURANCE COVER - GPL

NO.	PARTICULARS OF INSURANCE	VALUE TO BE INSURED: ANNUAL INCOME (KSHS)
1.	GROUP PERSONAL ACCIDENT AND GROUP LIFE INSURANCE FOR HON. SPEAKER AND MEMBERS OF COUNTY ASSEMBLY 51 IN NUMBER	88,357,500.00 (Annual Basic Salary)
2.	GROUP PERSONAL ACCIDENT FOR STAFF 82 IN NUMBER	76,297,776.00 (Staff annual gross salary)
3	GROUP LIFE INSURANCE FOR STAFF 82 IN NUMBER	50,065,776.00 (Staff annual basic salary)
	TOTAL	214,721,052.00

PREMIUM SCHEDULE FORM – TO BE FILLED BY INSURER

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM PER ANNUM FOR BOTH GPA & GPL
1.	GROUP PERSONAL ACCIDENT AND GROUP LIFE INSURANCE FOR MEMBERS OF COUNTY ASSEMBLY 51 PEOPLE	
2.	GROUP PERSONAL ACCIDENT AND GROUP LIFE INSURANCE FOR STAFF 82 PEOPLE	
TOTAL PREMIUM		

CRITERIA FOR EVALUATION OF THE TENDER:

S/NO	CRITERIA	EXPECTATION	POINTS
1.	PRELIMINARY EVALUATION	MUST MEET ALL MANDATORY REQUIREMENTS	NONE
		DULY FILLED FORM OF TENDER, AND BUSINESS QUESTIONNAIRE	NONE
		VALID TAX COMPLIANCE	NONE
		SINGLE BUSINESS PERMIT	NONE
		BID BOND of Kshs 80,000	NONE
FAILURE TO MEET MANDATORY REQUIREMENTS WILL LEAD TO DISQUALIFICATION AT THIS STAGE			
2.	TECHNICAL EVALUATION	REGISTRATION WITH RELEVANT BODIES (ATTACH COPIES – IRA & AKI)	10
		PERSONNEL QUALIFICATIONS (ATTACH CVs AND CERTIFICATE COPIES)	10
		PAST PERFORMANCE – GIVE EVIDENCES OF COMPANIES YOU HAVE OFFERED SIMILAR SERVICES TO IN THE LAST 2 YEARS	10
		GENERAL EXPERIENCE- NUMBER OF YEARS IN OFFERING SIMILAR SERVICES (ATTACH PROOF)	10
		LETTER OF COMPLIANCE FROM MINISTRY OF LABOUR SHOWING COMPLIANCE TO MINIMUM WAGE	20
		EVIDENCE OF NHIF & NSSF REGISTRATION FOR EMPLOYEES	10

		FINANCIAL STATEMENT WILL BE CALCULATED FROM AUDITED FINANCIAL STATEMENTS FOR THE PAST TWO YEARS	30
	TOTAL		100
APPLICANTS WHO SCORE 80 MARKS AND ABOVE WILL PROCEED TO PRICE COMPARISON			

**NB: THE COUNTY ASSEMBLY OF SIAYA WILL CARRY OUT DUE DILIGENCE FOR THE SUCCESSFUL
BIDDER BEFORE AWARD.**