

**NATIONAL COUNCIL FOR POPULATION AND
DEVELOPMENT**

TENDER NO. NCPD HQT/04/2017/2018

**TENDER DOCUMENT
FOR
PROVISION OF MOTOR INSURANCE
COVER**

Director General
National Council for Population & Development
4th Floor Chancery Building
Valley Road
P. O. Box 48994-00100
NAIROBI

Tel. 2711600/2711601
E-mail info@ncpd.go.ke

SECTION I - INVITATION TO TENDER

TENDER NO. NCPD/HQ/04/2017/2018 FOR PROVISION OF MOTOR INSURANCE COVER

- 1.1 The National Council for Population and Development is a Semi-Autonomous Government Agency under the Ministry of Devolution and Planning whose mandate is to provide leadership in formulating, coordinating and implementing population and related policies and programs for improvement of the quality of life of Kenyans.
- 1.2 NCPD invites sealed tenders from eligible candidates for Provision of Motor Insurance Cover for its fleet for a period of 12 months with an option of renewal for an additional 12 months subject to satisfactory Performance.
- 1.3 Tender documents may be obtained from Procurement Office - NCPD Headquarters, Room No. 440 on 4th Floor Chancery Building Valley Road, Nairobi during normal working hours or they can also be obtained from the Council's website: www.ncpd.go.ke. A non-refundable fee of Ksh. 1, 000/= will be required per set of tender documents. Downloaded tender documents are free. Completed tender documents accompanied by a tender security are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at the Agency's headquarters main Reception 4th Floor, Chancery Building, valley Road, Nairobi, or be addressed to:
The Director General
National Council for Population & Development
4th Floor Chancery Building
Valley Road
P. O. Box 48994-00100
NAIROBI, so as to be received on or before **Wednesday, 3rd January, 2018 at 12.00 noon**
- 1.4 Prices quoted should be inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for ninety (90) days from the closing date of the tender.
- 1.5 Tenders will be opened at the Board Room, 4th Floor, Chancery Building, valley Road, Nairobi immediately after closure, in the presence of the candidates representatives who choose to attend.

DIRECTOR GENERAL

SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, 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 Agency 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 the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The agency 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 Agency by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Agency 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 agency 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, 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 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 not exceed 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the Agency against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Agency as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity.
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
 - (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for **90 days** after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Agency as non-responsive.
- 2.13.2 In exceptional circumstances, the Agency 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 an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

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

2.15.2 The inner and outer envelopes shall:

(a) Be addressed to the Agency 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 **Wednesday, 3rd January, 2018 at 12.00 noon**

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".

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

2.16. Deadline for Submission of Tenders

Tenders must be received by the Agency at the address specified under paragraph 2.15.2 not later than. **Wednesday, 3rd January, 2018 at 12.00 noon**

2.16.1 The Agency 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 Agency and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.2 Bulky tenders which will not fit the tender box shall be received by the agency 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 Agency prior to the deadline prescribed for submission of tenders.

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

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

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

2.18. Opening of Tenders

The Agency will open all tenders in the presence of tenderers' representatives who choose to attend, at **12.00 Noon, Wednesday, 3rd January, 2018** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

- 2.18.1 The tenders' 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.
- 2.18.2 The Agency 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency 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 agency 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 Agency 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 Agency 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 Agency 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 Agency may consider the alternative payment schedule offered by the selected tenderer.

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

2.23. Contacting the Procuring entity

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Agency 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 Agency 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 Agency 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 Agency 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 Agency will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

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

2.25.2 To qualify for contract awards, the tenderer shall have the following:-

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

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

2.26.1 The Agency 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 Agency determines that none of the tenders is responsive, the Agency shall notify each tenderer who submitted a tender.

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

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

2.27 Notification of Award

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

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the agency pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Agency will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

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

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

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

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

2.29 Performance Security

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

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Agency may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

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

Appendix to Instructions to Tenderers

The following information for the procurement of the insurance service shall complement, supplement, or amend, the provision on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provision of the appendix, the provision 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 tenders will be limited to the firms which have been invited to submit tenders. i.e. Insurance Brokerage Firms and Insurance companies (underwriters) Licensed by the Insurance Regulatory Authority to transact similar Business
2.2.2	This tender document has been issued free of charge
2.12.1	Tender Security will be an exemption
2.12.4	The particulars of tender security will not be applicable
2.13	Tenders shall be valid for 90 days from the date of tender opening
2.15.2 (b)	Tender closing date shall be 12.00 noon , Wednesday, 3rd January, 2018
2.16.1	The deadline for submission of tenders shall be, Wednesday, 3rd January, 2018 at 12.00 noon

2.16.3	Bulky tenders that will not fit in tender box will be delivered to the director General offices, Room No. 402 on the fourth floor and will be signed for.
2.18.1	Tenders will be opened on Wednesday, 3rd January, 2018 at 12.00 noon in the NCPD Board room starting at 12.30 pm

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.20	<p>Evaluation and comparison of tenders will be conducted in three stages, thus:-</p> <p>A. <u>Stage One Mandatory Requirements: (FIRM & UNDERWRITER)</u></p> <ol style="list-style-type: none"> 1) Be registered with the Insurance Regulatory Authority for current year and a copy of the current license to be submitted 2) Attach CV's of key management and technical staff. 3) Must provide proof of membership of the association of Kenya Insurers (AKI) or AIB of Kenya 4) Complete the form of tender and price schedule in the formats provided <p>N/B:ALL THE ABOVE MUST BE MET TO QUALIFY FOR THE 2ND STAGE</p> <p>B. Stage Two: Technical Evaluation</p> <p><u>Technical Evaluation (Total Points 50–(FIRM AND UNDERWRITER</u></p> <ol style="list-style-type: none"> 1) Specific experience of the bidder related to the assignment (General Insurance Cover Clients)-5 Points 2) Experience, Qualification of proposed professional staff – 10 Points 3) Suitability of the proposed Insurance Cover -20 points-, includes:- <ol style="list-style-type: none"> i) Extensiveness of the proposed Cover ii) Cover Limits, including free cover limits (if any) iii) Flexibility(exclusion clauses) and, iv) Convenience(case management, documented service levels) <p><i>(please see section v and vi for the requirements)</i></p> 4) Value of business transacted by the proposed Underwriting Company during the last one year for GENERAL INSURANCE Cover and its Financial status - 10 Points 5) Claims turnaround Standard and time-5 points <p>The pass mark for Technical Evaluation will be 75%. (i.e. 37.5) Candidates that will have attained those points will have their Financial Proposals Evaluated</p> <p>C. Stage Three: Financial Evaluation</p> <p><u>Financial Evaluation (FIRM AND UNDERWRITER</u></p> <p>The commercial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, the policy Excess amounts, exclusion</p>

	<p>clause, and other pertinent terms and conditions of tender.</p> <p>The evaluation committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail</p>
	<p>Award of Contract:</p> <p>The contract will be awarded to the candidate that will be determined to be substantially responsive and which will also be determined to be the lowest evaluated bidder</p>
	<p>NCPD will hold a pre-contract signing meeting with the selected tenderer in order to verify it's qualification to perform contract satisfactorily and to confirm the client's expectations as stated in the schedule of requirements.</p>
	<p>Performance security will be applicable only if contract is awarded. The amount of the performance security will be no less than 2% of the value of contract sum from a financial institution or such insurance Guarantee approved by the Authority</p>

SECTION III - GENERAL CONDITION 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 agency 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 other tenderer under the Contract for the 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 agency under the Contract
- d) "The Agency" means the National COUNCIL for Population and Development (NCPD)
- e) "The Contractor" means the organization of 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

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

3.3 Standards

3.31 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

3.41 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 Agency in connection therewith, to any person other than a person employed by the contractor in the performance of the contract.

3.42 The Contractor shall not, without the Procuring entity's written consent, make use of any document or information enumerated in paragraph 2.41 above.

3.43 Any document, other than the Contract itself, enumerated in paragraph 2.41 shall remain the property of the agency and shall be returned (all copies) to the agency on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5 Patent Rights

3.51 The Contractor shall indemnify the Agency against 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

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

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

3.63 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the agency 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

3.64 The performance security will be discharged by the Agency 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

3.71 Delivery of the services shall be made by the contractor in accordance with the terms specified by the agency 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 (60) days after submission of an invoice or claim by the contractor. The Agency shall expect the insurance policy documents immediately after payment.

3.9 Prices

3.91 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.

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

3.9 Price variation requests shall be processed by the agency 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 Agency 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 Agency has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the Agency 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 Agency for any excess costs for such similar services. However the contractor shall perform of the contract to extent not terminated.

3.12 Termination for Insolvency

3.12.1 The agency 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 agency 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 terminations become effective.

3.13.2 For the remaining part of the contract after terminating the agency 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 agency 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 (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 referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

3.15.1 The contract shall be written in 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 extents that 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 b 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

3.18.2 A notice shall be effective when delivered or on the notices effective date. Whichever is later?

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist the agency in providing contract- specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the agency and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration:
 - a) Information that Compliment provision of Section III must be incorporated; and
 - b) Amendments and/ or supplements to provision of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provision of the general conditions of contract, the provision of the special conditions of contract shall prevail over the General Conditions of contract
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance Security	Performance security will be applicable only if contract is awarded. The amount of the performance security will be no less than 2% of the value of contract sum from a financial institution or such insurance Guarantee approved by the Authority
3.7 Delivery of Services	For a Contract period of one (1) year with an option of renewal for an additional one year subject to Satisfactory Performance
3.8 Payment	Annual premium will be paid either once or twice (on equal installments at the beginning and at policy mid-term) depending on available budget
3.9 Price adjustment	No Price adjustment allowed. However, the policy should be able to provide for additional property and or reduction of the similar price
3.14 Resolution of Disputes	If amicable settlement of a dispute fails, either Party may refer to an arbitration and final decision of a person to be agreed between the Parties. In case of failure to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman, Chartered institute of Arbitrators of Kenya
3.16 Applicable law	Applicable laws shall be the Laws of Kenya

SECTION V - SCHEDULE OF REQUIREMENTS

NCPD wishes to engage the services of either insurance brokerage firm or an Underwriting Company to provide general insurance cover for NCPD property. The Insurance Brokerage firm and Underwriting Company must meet the following conditions:-

- 1) Must be registered with Insurance Regulatory Authority for the current year and a copy of current license be submitted.
- 2) Must give, for the previous year, at least three (3) reputable clients and a maximum of six(6) for the GENERAL Insurance
- 3) Must attach CVS' of key management and technical staff
- 4) Indemnity Certificates where applicable
- 5) Must provide proof of membership of the association of Kenya Insurers (AKI), AIB of Kenya.
- 6) Completely Fill the Confidential Business Q questionnaire
- 7) The bidders must quote for all the insurance covers required for the bids to be considered responsive.
- 8) Complete the form of tender and price schedule in formats provided
- 9) Any other information or documents which in your opinion may assist in the objective evaluation of your proposal
- 10) All bids admitted at the mandatory qualification shall be subjected to technical and financial evaluation.

SECTION VI: DETAILS OF THE GENERAL INSURANCE COVER

NCPD wishes to contract a reputable Insurance Brokerage firm or an Underwriting Company, that will offer a suitable general insurance cover (with attractive riders) at a competitive cost in line with the NCPD budget.

The insurance underwriting company/Broker will be expected to provide a solution that entails benefits which ensure NCPD receives quality services. While it is appreciated that Insurance Covers come with inherent controls and procedures, NCPD is hoping that the selected provider will look at the possibility ensuring that any controls and procedures are not necessary bureaucratic and cumbersome.

Other Information that is required includes

Particulars of Cover

One must provide:-

- ✓ Full details of what the cover provides
- ✓ Full details of what the cover excludes

Network Coverage

The tenderer is required to provide the following:-

- (i) Full details of towns where the insurance underwriting company is represented

Claims Settlement Turnaround Time

Give details of the claims settlement turnaround time. **Note the time indicated will be used to review the performance of the tender and the underwriter for any future renewal of contract.**

Financial Stability

The Bidders should provide documentary proof that they are financially sound. The tender documents must be accompanied with Audited Accounts for the last two years.

Minimum Details to be contained in the Bids

Bidders must demonstrate that they have the knowledge and experience in the provision of required services.

The bids should comprise Insurance Cover proposal(s) indicating the benefits and associated costs.

The Insurance Cover proposal should include:-

- ❖ The provider’s profile, demonstrating relevant experience. This should include reference of at least five(5) reputable clients(preferably from the public sector) and maximum of ten(10) and the total clients’ premiums for the requirements , and at least three(3) reputable clients
- ❖ Details of benefits for the Insurance Cover
- ❖ The team in charge of the Insurance Cover

TECHNICAL EVALUATION

The bidders will be technically evaluated based on proposals submitted in response to the above details of cover and the following factors will be considered.

- a. *Firm’s Profile:* A brief description of the firm’s organization and an outline of experience on provision of insurance service of a similar nature as indicated in the table below:-

Client	Contact person Tel no.	Duration	Number of staff and Dependants	Type of services	Value of Premium

- Give at least three (3) reputable clients and a maximum of six (6) for the GENERAL Insurance. Reference Letters should be attached for all
- b. Professional qualification and experience of Management team
 - The list of the proposed staff, i.e. the team in charge of the Insurance Cover by specialty and the tasks that would be assigned to each staff team member. The proposed team members should hold at least a relevant Degree and professional qualification
 - CVs of the proposed professional staff. Key information should include number of years working for the firm/ entity and degree of responsibility held in various assignments.

The tenderer shall not submit a name of a professional staff that is not in the tenderer's permanent employment and shall inform NCPD of changes, if any, in proposed technical staff prior to signing of the contract

- c. Proposed cover: The range of insurance cover and a demonstration of the candidate's capability to arrange Insurance covers for NCPD will attach highest value in importance to policy enhancements that add value to the standard market cover and should include:-
 - I) The full Terms and conditions of providing the General Insurance Cover; excess clauses if any; and evacuation plans and arrangements.
 - II) Any additional information requested.
- d. Proposed service level, required documentations for claims, and methods for administration and monitoring by both parties.
- e. Information on any claims turnaround standard, the time taken to initiate and finalize the claim.
- f. Financial status of the UNDERWRITER/BROKER as indicated by:-
 - I. Positive growth in sales turnover and profit after tax over two year's period
 - II. Positive working capital and liquidity trends over two year's period.

The pass mark for technical evaluation will be 75%. Candidates that will have attained those points will have their financial proposals evaluated.

NCPD has a right to find out the authenticity of the information given. The outcome of these findings will determine the eligibility of the underwriter. Reference letters must be attached and the brokerage Firm and Underwriter shall give an Authority to NCPD to seek more information from clients. Misrepresentation of information to qualify for eligibility will lead to automatic disqualification.

EVALUATION OF FINANCIAL PROPOSALS

- The commercial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, the policy Excess amounts, exclusion clauses, and other pertinent terms and conditions of tender.
- The evaluation committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail

Notes on the standard Forms

- I. **Form of Tender-** The form Tender must be complete by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
- II. **Price Schedule Form-** The price form must similarly be completed and submitted with the tender
- III. **Contract Form-** The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price
- IV. **Confidential Business Questionnaire Form-** This form must be completed by the tenderer and submitted with the tender documents

FORM OF TENDER

To:

Date

Name and address of procuring entity

Tender No

Tender Name

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 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 _____ 2010

[Signature]

[In the capacity of]

Duly authorized to Sign tender for and on behalf of _____

PRICE SCHEDULE FORMS

S/NO	MAKE & MODEL	VALUE IN KSHS	TYPE OF INSURANCE	ANNUAL PREMIUM
1	Land Rover Defender	740,000.00		
2	Suzuki, Grand Vitara	680,000.00		
3	Suzuki, Grand Vitara	740,000.00		
4	Nissan, X-Trail	820,000.00		
5	Toyota Corolla	820,000.00		
6	Land Rover Defender	2,740,000.00		
7	Land Rover Defender	2,740,000.00		
8	Nisan Van,	1,630,000.00		
9	Land Rover Defender	3,040,000.00		
10	Land Rover Defender	3,010,000.00		
11	Land Rover Defender	2,830,000.00		
12	Suzuki, Grand Vitara	720,000.00		
13	Land Rover Defender	2,990,000.00		
14	Land Rover Defender	2,830,000.00		
15	Suzuki, Grand Vitara	620,000.00		
16	Land Rover Defender	2,850,000.00		
17	Ford Everest	2,970,000.00		
18	Ford Everest	3,030,000.00		
19	Nissan Civilian	6,030,000.00		
20	Volkswagen Passat	4,460,000.00		
21	Ford Ranger	5,090,000.00		
22	Ford Ranger	5,070,000.00		
23	Ford Ranger	5,070,000.00		
24	Suzuki Grand Vitara	3,890,000.00		
25	Suzuki Grand Vitara	3,910,000.00		

Signature and Stamp of tenderer: _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General			
Business			
Name.....			
Location	of		Business
Premises.....			
Plot	No,.....		Street/
Road.....			
Postal	address.....	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.....			
.....			
.....			
Part 2(b)- Partnership			
Give details of partners as follows			
Name	Nationality		Citizenship details
Shares			
1		
2		
3		
4		
Part 2(c)- Registered Company			

Private or Public
State the normal and issued capital of the company
Nominal Kshs.
Issued Kshs.
Given details of all directors as follows

Name	Nationality	Citizenship details
Shares		
1		
2		
3		
4		

Date.....Signature of Candidate