

REPUBLIC OF KENYA



MINISTRY OF AGRICULTURE, LIVESTOCK, FISHERIES & COOPERATIVES

STATE DEPARTMENT FOR CROP DEVELOPMENT & AGRICULTURAL RESEARCH

CROP INSURANCE PROGRAM (CIP)

TENDER NO. MOALF&C/SDCD&AR/CIP/01/2020-2021 FOR PROVISION OF CROP INSURANCE SERVICES

ISSUE DATE: 23rd February, 2021

CLOSING DATE: Tuesday 16th March, 2021 11.00 A.M

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SECTION I - INVITATION FOR TENDERS

Date: 23rd February, 2021

TENDER No. MOALF&C/SDCD&AR/CIP/01/2020-21 FOR PROVISION OF CROP INSURANCE SERVICES

The State Department of Livestock invites sealed tenders from registered Kenyan Insurance Company(s) to provide insurance services for the program for two financial years: 2021/2022 and 2022/2023. The insurance service will cover farmers in thirty-seven (37) food producing Counties.

- 1.1 Interested eligible bidders may obtain further information from Ministry of Agriculture, Livestock, Fisheries and Cooperatives at the office of Head, Supply Chain Management, Kilimo House 4th floor Room No.4-2B during normal official working hours, East African Time (except on Saturdays, Sundays and Public Holidays).
- 1.2 Tender Documents will be downloaded from the Ministry's website www.kilimo.go.ke
- 1.3 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.4 A Bid Security of Two (2) Million Kenya Shillings shall be enclosed in the Tender Document.
- 1.5 The completed and sealed tenders enclosed in plain sealed envelope and clearly marked **TENDER NO. MOALF&C/SDCD&AR/CIP/01/2020-21** For Provision of Crop Insurance Services must be addressed to: -
The Principal Secretary,
Ministry of Agriculture, Livestock, Fisheries & Cooperatives
State Department for Crop Development & Agricultural Research
Address: P. O. Box 30028-00100 Nairobi, Kenya
- 1.6 The document must be deposited in the Tender Box clearly marked 'State Department of Agriculture provided at Kilimo House located on Cathedral Road, Main reception on Ground floor to be received on or before **Tuesday, 16th March, 2021 at 11.00 am** (East African Time), Cathedral Road. Tenders will be opened immediately thereafter in the

presence of the candidates representatives who choose to attend at **Kilimo House, 6th Floor Boardroom, Cathedral Road, Nairobi at 10.00 a.m East African Time.**

- 1.7 Award will be on Lot by Lot Basis. Bidders can bid for one or more Lots. Award will be considered to those bidders who have quoted for the entire Lot. No award for partial bidding in a lot. Please note that the lotting is on risk basis. Counties are lotted combining low risk, medium risk and high risk areas.

- 1.8 The Government of the Republic of Kenya reserves the right to accept or reject any tender without assigning reasons for its decision thereof.

Head; Supply Chain Management Services

For: **PRINCIPAL SECRETARY**

STATE DEPARTMENT FOR CROP DEVELOPMENT & AGRICULTURAL RESEARCH

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is restricted to several registered Kenyan Insurance Company(s) 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 subservice providers) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and The Procuring Entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process

2.3 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

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify The Procuring Entity by post or by email at The Procuring Entity's address indicated in the Invitation for tenders. The Procuring Entity will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of the tenders, prescribed by the Procuring Entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The Procuring Entity shall reply to any clarifications sought by the tenderer within 1 day 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 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 Tenders

3.17 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 Procuring Entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

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

2.12.4.1 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the procuring entity as non-responsive, pursuant to paragraph 2.20.5

2.12.4.2 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

2.12.4.3 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

2.12.5 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

- 2.13.1.1 Tenders shall remain valid for 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the procuring entity as non-responsive.
- 2.13.1.2 In exceptional circumstances, the procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

- 2.14.1 The tenderer shall prepare one (1) original and one (1) copy of the tender, which should be submitted in one envelope, clearly marked **TENDER NO. MOALF&C/SDCD&AR/CIP/01/2020-21 FOR PROVISION OF CROP INSURANCE SERVICES.** 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.

- 2.16 The inner and outer envelopes shall be addressed to the Principal Secretary, State Department for Crop Development with a warning not to open before the date and time for opening of tenders stated below.
- 2.17 The inner envelopes shall each indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”, while the outer envelope shall bear no mark indicating the identity of the tenderer.
- 2.18 If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the tender. A tender opened prematurely for this cause will be rejected by the Employer and returned to the tenderer.

2.16. Deadline for Submission of Tenders

Tenders must be received by the procuring entity at the address specified under paragraph 2.15.2 not later than **Tuesday, 16th March, 2021 at 11.00AM.**

- 2.16.1 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.2 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

- 3.18 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by 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

10.1 The Employer will open the tenders in the presence of the tenderers' representatives who choose to attend on **Tuesday, 16th March, 2021 at 11.00AM**. The tenderers' representatives who are present shall sign a register evidencing their attendance.

10.2 Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause 19, will not be opened. The Employer will examine the tenders to determine whether they are complete, whether the requisite Tender Sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.

10.3 At the tender opening, the Employer will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.

10.4 The Employer shall prepare minutes of the tender opening including the information disclosed to those present.

10.5 Tenders not opened and read out at the tender opening shall not be considered further for evaluation, irrespective of the circumstances.

2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 3.19 The Procuring Entity will examine the tenders to determine whether they are complete, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 The Procuring Entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.3 Prior to the detailed evaluation, pursuant to paragraph 2.20, the procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.4 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

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

2.22. Technical Evaluation, Financial Evaluation and Comparison of Tenders

- 2.22.1 The Procuring Entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The Procuring Entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.
- 3.20 Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract
- 2.22.3 Pursuant to paragraph 2.22.2 the following evaluation methods will be applied.

(a) Operational Plan

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

(b) Deviation in payment schedule

- (i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract.
Tenders will be evaluated on the basis of this base price.
Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring Entity may consider the alternative payment schedule offered by the selected tenderer.

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

2.22.5 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.

2.23. Contacting the Procuring Entity

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the procuring entity deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

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

2.25.2 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

3.21 The Procuring Entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for The Procuring Entity's action. If the procuring entity determines that none of the tenders is responsive, the procuring entity shall notify each tenderer who submitted a tender.

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

2.26.3 A tenderer who gives false information in the tender document about is 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 procuring entity 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 procuring entity 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 procuring entity will promptly notify each unsuccessful tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

- 3.28.1 At the same time as the procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 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.
- 3.28.4 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 procuring entity 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 Procuring Entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 The Procuring Entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

2.30.3 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 insurance services shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

3.22 Provisions of Appendix to instructions to Tenderers

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1 Eligible Tenderers	Registered Insurance Underwriters only.
2.12 Tender Security	Tender security required- KShs. 2,000,000/= in the form of Unconditional Bank/Insurance Guarantee. Tenderers providing Tender securities obtained from Insurance companies must do so from firms approved by the PPRA.
2.14.1 Number of Tender Copies Required	One original and one copy properly bound of technical and financial proposal which MUST be sequentially numbered/ paginated and initialed on all pages including attachments
2.15.2 (b) State day, date and time of tender closing	Tuesday, 16th March, 2021 at 11.00AM
2.16.1 State day, date and time of tender closing	<i>As 2.15.2 (b) above</i>
2.18.1	<i>As 2.15.2 (b) above</i>
2.22. The evaluation criteria	See (II) below

CRITERIA OF EVALUATION

STAGE ONE: PRELIMINARY EXAMINATION (MANDATORY)

	MANDATORY REQUIREMENTS FOR UNDER WRITER	(YES/NO)
a)	Certified Copy of Certificate of Incorporation/Registration	
b)	Duly filled signed and stamped Confidential Business Questionnaire	
c)	Copy of Valid Tax Compliance Certificate from KRA for the whole tendering process until award	
d)	Proof of registration as a member of AKI for the current year 2021	
e)	Certified copy of registration certificate from IRA for 2020 & 2021	
f)	Submit copies of audited accounts for the latest three (3) financial years (2018, 2019 & 2020)	
g)	Must have done annual gross premiums in previous year of Kshs.500,000,000.	
h)	Must have paid up capital of at least Kshs.450,000,000.	
i)	Must have been in existence for the last eight (8) years providing Insurance Services (<i>Attach a copy of the certificate of incorporation or equivalent</i>)	
j)	Must indicate that they will provide a Cut-through Agreement from their re-insurers undertaking to indemnify the insured in the event of default by the insurer. This instrument must be provided before entering into contract.	
k)	Original and copy of Tender document MUST be paginated/ serialized/ Numbered sequentially and initialed on all pages including attachments	
l)	Submit a tender security of Kshs. 2,000,000.00 in form of a bank/insurance guarantee from either commercial banks or insurance companies approved by PPRA valid for 150 days from date of tender opening. (Note: No self-guarantee, to use tender security from an Insurance company, you have to provide from a different company)	
m)	A copy of a professional Indemnity Insurance Policy with a minimum limit of Kshs. 100 million.	
n)	Attach recommendation letters in clients' letterhead duly signed and stamped from 5 major clients. <i>(The recommendation letters must be current, issued in the year 2018)</i> <i>(Due diligence will be carried out to confirm this)</i>	

Failure to meet any one of the above requirements shall lead to automatic disqualification.

Bidders who meet the Mandatory Requirements shall proceed to the technical evaluation.

STAGE TWO: TECHNICAL EVALUATION- INSURANCE COMPANY-80 MARKS

Criteria	Details	Maximum Score
Experience related to the provision of general Insurance cover	Shall have executed at least three (3) types of general insurance cover within the last five (5) years for approximately One Billion (1, 000,000,000.00) (5 Marks for three contracts, No marks for less than 3 contracts) Attach copy of LSO/ Contract document to be provided	5
	Must give a list of 5 (five) reputable clients and the total clients premiums for the previous year for at least Two Hundred Million (Kshs. 200,000,000.00) (1 Mark per client) (5 Marks, If the number of clients are 5 and premiums are totaling to 200,000,000 and if less than 5 clients or premiums are less than 200,000,000, 2.5 Marks)	5
Specific experience related to the provision of index based insurance cover	One page write up on how index insurance works for agriculture insurance (3 Marks) Any evidence of having undertaken any form of index insurance within the last 5 years (2Marks)	5
Adequacy of the proposed work plan and methodology in responding to the terms of reference	The firm must submit a detailed methodology and procedures for the execution of the stipulated tasks. The firm must submit a detailed work plan with clear timelines for the execution of the stipulated tasks. (2.5 Marks for a detailed methodology and 2.5 Marks detailed work plan)	5
Financial Capability	Liquidity ratio; <ul style="list-style-type: none"> ● 2:1 ratio for each of the three years (3 Marks) ● 1: 1 ratio (for each of the three years (1.5 Marks)) ● Less – No marks 	3
Qualifications and competences of the key staff for the assignment	The team Leader must possess ACII/AIHK certification, Relevant degree and 10 years’ experience in the Insurance Industry (5 Marks for fully meeting this criterion. 2.5 Marks for ACII/AIHK certification only and 2.5 marks for Relevant degree and 10 years’ experience)	5
	The team must have undertaken at least three (3) assignments related to index based crop insurance in the last 5 years (3.5 Mark per assignment)	10.5
Important Requirements from the bidder	Must demonstrate a clear marketing strategy in all CIP counties. (0.5 Marks per county)	18.5
	Must demonstrate successful implementation of the commercial index based Crop Insurance	15

	(Indicate the members' insured under this scheme). (15 Marks for 100,000 members, 10 Marks for members between 50,000 and 100,000, 5 marks for 49,999 and 10,001 members and no marks for less than 10,000 members)	
	Must demonstrate efficiency in settlement of claims under similar programs (optimal payout period – 4 weeks after results announcement).(10 Marks for meeting requirement, 5 marks for periods between 6-9 weeks and 2.5 Marks for more than 6 weeks)	10
	Must provide evidence of the presence of field infrastructure (personnel and offices) in the working Counties covered under CIP (15 marks for infrastructure in all counties; 10 Marks with presence in 27-36 counties; 5Marks with presence in 15-26 counties, No marks in less than 15 counties).	15
	Experience in crop training on index based crop insurance products- 5 evidences required (5 Marks per evidence meeting this requirement. 1 mark for each evidence provided).	5

Tenderers who attain a Technical score of 80% marks and above shall proceed for Financial Evaluation.

STAGE THREE: FINANCIAL EVALUATION-

The technically qualified bidders with a technical score of 80% and above shall have their prices compared to determine the lowest evaluated bid. Bids within the market rates shall be recommended for award.

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

- (a) “The Contract” means the agreement entered into between 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 Service provider” 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 Service provider shall not, without the procuring entity's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the procuring entity in connection therewith, to any person other than a person employed by the service provider in the performance of the Contract.

3.4.2 The Service provider shall not, without the procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the contract itself, enumerated in paragraph 2.4.1 shall remain the property of the procuring entity and shall be returned (all copies) to the procuring entity on completion of the contract's or performance under the contract if so required by the procuring entity.

3.5. Patent Rights

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

3.6 Performance Security

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

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

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

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

3.6.4 The performance security will be discharged by the Procuring Entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Service provider'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 Service provider in accordance with the terms specified by the Procuring Entity in the schedule of requirements and the special conditions of contract

3.8. Payment

3.8.1. The method and conditions of payment to be made to the service provider under this Contract shall be specified in SCC

3.8.2. 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 service provider

3.9. Prices

3.9.1 Prices charges by the service provider for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the Procuring Entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% 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 Service provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Entity's prior written consent.

3.11. Termination for Default

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

- (a) If the Service provider 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 Service provider fails to perform any other obligation(s) under the Contract
- (c) if the contract in the judgment of the procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

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

3.12. Termination for Insolvency

3.12.1 The Procuring Entity may at any time terminate the contract by giving written notice to the Service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Procuring Entity.

3.13. Termination for Convenience

3.13.1 The Procuring Entity by written notice sent to the service provider, 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 service provider 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 service provider an agreed amount for partially completed services.

3.23 Resolution of Disputes

3.14.1 The Procuring Entity and the service provider shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

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

3.16. Applicable Law

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

3.24 Force Majeure

3.17.1 The Service provider 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.

3.25 Notices

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

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

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

Reference of general conditions of contract	Special condition of contract											
2.15.2	Deadline for Submission and Opening of Tenders is Tuesday, 9 th February 2021 at 11:00AM											
3.6 Performance Security	The Insurers must provide a Cut-through Agreement with their Re-Insurer(s) for the same amount committing to re-imburse the full amounts paid out as premiums and all monies accruing as benefits to the insured in the event of default by the Insurers.											
3.6.3	Unconditional bank/insurance guarantee											
3.7 Delivery of Services	<table border="1"> <thead> <tr> <th data-bbox="503 726 911 768">Service</th> <th data-bbox="911 726 1461 768">Dates by which should be completed</th> </tr> </thead> <tbody> <tr> <td data-bbox="503 768 911 884">Compiling full list of beneficiaries with proper details on mode of payment</td> <td data-bbox="911 768 1461 884">By 31st October, 2021</td> </tr> <tr> <td data-bbox="503 884 911 1041">Pay-out</td> <td data-bbox="911 884 1461 1041">28 days after a crop cutting results announcement by Principal Secretary State Department for Crop Development.</td> </tr> <tr> <td data-bbox="503 1041 911 1125">Establish communication structures at county level</td> <td data-bbox="911 1041 1461 1125">By 31st August, 2021</td> </tr> <tr> <td data-bbox="503 1125 911 1199">Awareness creation and capacity building</td> <td data-bbox="911 1125 1461 1199">Continuous from date of Signing the contract.</td> </tr> </tbody> </table>		Service	Dates by which should be completed	Compiling full list of beneficiaries with proper details on mode of payment	By 31 st October, 2021	Pay-out	28 days after a crop cutting results announcement by Principal Secretary State Department for Crop Development.	Establish communication structures at county level	By 31 st August, 2021	Awareness creation and capacity building	Continuous from date of Signing the contract.
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Awareness creation and capacity building	Continuous from date of Signing the contract.											
3.8 Payment	Settlement of claims must be effected within four (4) weeks after crop cutting results announcement by Principal Secretary State Department for Crop Development.											
3.14 Resolution of Disputes	In case of a dispute between the service provider and the employer, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per provisions of the Arbitration Act of 1995 before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the chartered institute of Arbitrators Kenya branch and any award given shall be final											
3.16 Applicable law	The Laws of Kenya/ The Insurance Act Cap 487											

3.18 Notices	<p>All correspondence should be done through</p> <p>The Principal Secretary, State Department for Crop Development Ministry of Agriculture, Livestock, Fisheries & Irrigation Address: P. O. Box 30028-00100 Nairobi, Kenya</p>
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SECTION V - SCHEDULE OF REQUIREMENTS

Background

The Government has developed a comprehensive Crop Insurance Program (CIP) covering various crop enterprises but has started with maize which is Kenya's main staple food. The CIP uses a Multi-peril Area Yield Index approach to avail crop insurance to the farmers. The Government funds 50 % of the insurance premiums cover for the maize farms with sizes ranging from ¼ (quarter) an acre to 20 (twenty) acres. Farmers are expected to pay the remaining 50% of the premium costs. Farmers who wish to insure their crop above the 20 acres, are free to do so, but will be expected to pay full premium. The crop insurance program is implemented by national government in close collaboration with the County governments.

The State Department for Crop Development and Agriculture research intends to procure the services of a registered Kenyan Insurance Company(s) to provide insurance services for the program for two financial years: 2020/2021 and 2021/2022. The insurance service will cover farmers in thirty seven (37) food producing Counties.

Design of the Government supported Area Yield Index Insurance

The State Department for Crop Development and agriculture Research works with counties to identify target beneficiaries. At the beginning of every planting season, the insured farmers are grouped in predetermined homogeneous Unit Areas of Insurance (UAI) that are predetermined by the government. The government is responsible for collection of data required for insurance product design as well as support for loss assessment, mainly through Crop Cutting Exercise. The partnering insurance companies are expected to design insurance product based on the homogeneous UAIs production zones and historical yield data for each zone. The designed product must be approved by the Insurance Regulation Authority. The subsidy is on first come first serve basis and when the subsidy limit is reached, the sales window is closed.

Scope of Services

The insurance service is required to cover farmers in thirty-seven (37) Counties grouped as follows:

Lot 1 (Uasin Gishu, Trans Nzoia, Elgeyo Marakwet, West Pokot, Homa bay, Bomet, Kisumu, Kwale, Kilifi, Taita Taveta, Narok, Kajiado)

Lot 2 (Kakamega, Bungoma, Vihiga, Busia, Nyandarua, Kiambu, Nyeri, Meru, Laikipia, Samburu, Tharaka Nithi, Siaya, Baringo).

Lot 3 (Kisii, Nyamira, Migori, Nandi, Embu, Kirinyaga, Muranga, Nakuru, Kitui, Machakos, Makueni, Kericho)

Management of the Voluntary Component

The farmers who will purchase insurance premium above the 20 acres will do so under the voluntary component. It is expected that the voluntary cover will be same in design, cost and payment trigger levels as the subsidized component in the same insurance period. In this regard, the government will provide similar support given to the subsidized component with respect to data management, loss assessment, and awareness creation, among others.

What is covered

Loss of yields due to natural hazards /calamities. The yield loss shall be from the calculated long term average yield (10 years) per each unit area of insurance. The guaranteed yield shall be used as the basis of indemnity. Various premium rates shall be applied to the sum insured per UAI.

All claims will be based on final average yield data determined through a crop cut exercise and not on specific individual loss event. Claims will be paid at the end of the season unless otherwise agreed.

Particulars of Beneficiaries

Beneficiaries will be required to provide the following information:

- Name of beneficiary
- ID number, Mobile number

- Bank details (Bank, Branch, Account number)
- Composition of Crop acreage under cover
- Ward and village
- Next of kin with ID number and relationship

Information on beneficiaries' details regarding the identification number, bank account numbers, mobile numbers and next of kin particulars will be provided to the contracted company after signing the contract. Where the beneficiary shall be lacking bank account details, the mobile Mpesa Account shall be utilized.

DATA AND SERVICES PROVIDED BY THE CLIENT

The Client will provide the list of beneficiaries who shall be paid after crop cutting results announcement by Principal Secretary, State Department for Crop Development & Agricultural Research.

The Client will make arrangements for the Insurer to engage extension staff in the counties for purposes of awareness creation and communicating information on the crop insurance.

SECTION VI - STANDARD FORMS

Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed and stamped by an authorized representative 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 should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form**- When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the Procuring Entity.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the Procuring Entity.

Price Schedule Form

ITEM NO.	DECSRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSH.)
1.	Lot1: (Uasin Gishu, Trans Nzoia, Elgeyo Marakwet, West Pokot, Homabay, Bomet, Kisumu, Kwale, Kilifi, Taita Tavetta, Narok,Kajiado)	
2	Lot 2: (Kakamega, Bungoma, Busia Vihiga, Nyandarua, Kiambu, Nyeri, Meru, Laikipia, Samburu, Tharaka Nithi, Siaya, Baringo).	
3	Lot 3: (Kisi, Nyamira, Migori, Nandi, Embu, Kirinyaga, Muranga, Nakuru, Kitui, Machakos, Kericho	

N/B

Award will be on Lot by Lot Basis. Bidders can bid for one or more Lots. Award will be considered to those bidders who have quoted for the entire Lot. No award for partial bidding in a lot.

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____ between _____ National Construction Authority 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 the medical insurance cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS: -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements
 - (c) the Details of cover
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) THE PROCURING ENTITY’s Notification of Award
3. In consideration of the payments to be made by THE PROCURING ENTITY to the tenderer as hereinafter mentioned, the tenderer hereby covenants with THE PROCURING ENTITY to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. THE PROCURING ENTITY hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, sealed, delivered by _____ the _____ (for THE PROCURING ENTITY)

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Whichever applies to your type of business

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

Part General:

Business Name.....
Location of business premises
Plot No. Street/Road.....
Postal Address Tel. No.Fax Email
Nature of business
Registration Certificate No.
Maximum value of business which you can handle at any one time Kshs.....
Name of your bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age
Nationality Country of origin
Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Part 2(c) Registered Company: Private or public

State the nominal and issued capital of the company –

Nominal Kshs..
Issued Kshs.....

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Date..... Signature of Tenderer

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

TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender?

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at (hereinafter called <THE PROCURING ENTITY> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by THE PROCURING ENTITY on the Form; or
2. If the tender, 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 tenders.

We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

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 stated date.

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

WHEREAS [Name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. [Reference number of the contract] dated 20 to supply
.....
[Description of insurance services] (Hereinafter called “the Contract”)

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

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

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

This guarantee is valid until the day of 20

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:

RE: Tender No.

Tender Name

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

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

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the National Construction Authority ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

1.

2.

etc.

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

1.

2.

etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED

Board Secretary