



...towards a prosperous future together

TENDER DOCUMENT

FOR

PROVISION OF COMPREHENSIVE MOTOR VEHICLE INSURANCE COVER (INSURANCE UNDERWRITERS ONLY)

TENDER NO. ST/INS/MVI/15/20

**TENDER CLOSING DATE - THURSDAY 28th OCTOBER, 2020 AT 12:00
NOON.**

**ALL TENDERERS ARE ADVISED TO READ CAREFULLY THIS TENDER
DOCUMENT IN ITS ENTIRETY BEFORE MAKING ANY BID**

**STIMA DT SACCO SOCIETY LTD
STIMA SACCO PLAZA
MUSHEMBI ROAD, PARKLANDS
P.O. BOX 75629-00200,
NAIROBI, KENYA.**

E-Mail: tenders@stima-sacco.com

Website: www.Stima-sacco.com

TABLE OF CONTENTS

	Page
INTRODUCTION	3
SECTION I INVITATION TO TENDER.....	4
SECTION II INSTRUCTIONS TO TENDERERS.....	5
APPENDIX TO INSTITUTIONS TO TENDER	19
SECTION III GENERAL CONDITIONS OF CONTRACT.....	23
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	29
SECTION V SCHEDULE OF REQUIREMENTS.....	30
SECTION VI TECHNICAL SPECIFICATIONS.....	31
SECTION VI STANDARD FORMS.....	34

SECTION I – INVITATION TO TENDER

DATE: 13TH OCTOBER, 2020

TENDER NO. ST/INS/MVI/15/20

TENDER NAME: PROVISION OF COMPREHENSIVE MOTOR VEHICLE INSURANCE COVER (INSURANCE UNDERWRITERS ONLY)

- 1.1 Stima DT Sacco invites sealed bids from all interested candidates for the **Provision of Comprehensive Motor Vehicle Insurance Cover (Insurance Underwriters only)**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents from Procurement Office, Stima Sacco, Stima Sacco plaza, 1st Floor Mushembi road, during normal working hours from Monday to Friday (excluding any public or gazetted holiday) between **9.00 a.m. & 12.30 p.m.** and **2.00 p.m. & 3.00 p.m.**
- 1.3 A complete set of tender documents may be may downloaded from Stima DT Sacco society website (www.stima-sacco.com) free of charge. All bidders will be required to email their name, email address, physical address and telephone contacts to procurement@stima-sacco.com.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings or easily convertible foreign currency and shall remain valid for a period of **120 days** from the Closing date of the tender.
- 1.5 Completed tender documents serialized sequentially are to be enclosed in plain sealed envelopes marked with tender reference number and name and be deposited in the Tender Box at Ground Floor, Stima Sacco Plaza, Nairobi and be addressed to:

**Chief executive officer
Stima Sacco society ltd
P.O. BOX 75629-00200 Nairobi.**

So as to be received on or before **Wednesday 28th October, 2020 at 12:00 noon.**

- 1.6 Clarifications and/or addendums shall be uploaded only on the Stima Sacco website and send to the official email addresses of the bidders who have registered. Bidders are advised to periodically check the website for any clarifications and/or addendums.
- 1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Stima Sacco board Room second floor.

**CHIEF EXECUTIVE OFFICER
STIMA DT SACCO SOCIETY LTD.**

SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS.	Page
2.1 Eligible Tenderers	6
2.2 Cost of tendering	6
2.3 Contents of tender documents.....	7
2.4 Clarification of Tender documents	7
2.5 Amendment of tender documents	8
2.6 Language of tenders.....	8
2.7 Documents comprising the tender	8
2.8 Form of tender	9
2.9 Tender prices	9
2.10 Tender currencies	9
2.11 Tenderers eligibility and qualifications	9
2.12 Tender security	10
2.13 Validity of tenders	11
2.14 Format and signing of tenders	11
2.15 Sealing and marking of tenders	12
2.16 Deadline for submission of tenders	12
2.17 Modification and withdrawal of tenders	12
2.18 Opening of tenders	13
2.19 Clarification of tenders	14
2.20 Preliminary Examination	14
2.21 Conversion to other currencies	15
2.22 Evaluation and comparison of tenders	15
2.23 Contacting Stima DT Sacco Society Ltd.....	16
2.24 Post-qualification	17
2.25 Award criteria.....	17
2.26 Procuring entities right to vary quantities	17
2.27 Procuring entities right to accept or reject any or all tenders	17
2.28 Notification of award	18
2.29 Signing of Contract	18
2.30 Performance security	19
2.31 Corrupt or fraudulent practices.....	19

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1. This Invitation to tender is open to all Tenderers eligible as described in the instructions to Tenderers. Successful Tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. Stima DT Sacco employees, committee members, board members and their relative (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 Stima DT Sacco to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Stima DT Sacco, 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 Stima DT Sacco shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenders
- i) Instructions to Tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form

- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify Stima DT Sacco in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. Stima DT Sacco will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by Stima DT Sacco. Written copies of the Stima DT Sacco response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers who have received the tender documents”
- 2.4.2. Stima DT Sacco shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of tenders, Stima DT Sacco, 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, Stima DT Sacco, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

2.9.6 Price variation requests shall be processed by Stima DT Sacco within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the Tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the Tenderers qualifications to perform the contract if its tender is accepted shall establish to Stima DT Sacco satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect Stima DT Sacco against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

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

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by Stima DT Sacco as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful Tenderer's 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 prescribed by Stima DT Sacco.

2.12.6 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.

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by Stima DT Sacco on the Tender Form; or
- (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30 or
 - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by Stima DT Sacco, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Stima DT Sacco as non-responsive.

2.13.2 In exceptional circumstances, Stima DT Sacco may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably

extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies 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 unamended 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 each copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY.**” The envelopes shall then be sealed in an outer envelope.

The inner and outer envelopes shall:

(a) Be addressed to Stima DT Sacco 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 28th October, 2020 at 12:00 Noon.**”

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —

2.15.4 If the outer envelope is not sealed and marked as required by paragraph

2.15.2, Stima DT Sacco will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by Stima DT Sacco at the address specified under paragraph 2.15.2 no later than **Wednesday 28th October, 2020 at 12:00 Noon.**

2.16.2 Stima DT Sacco Society Ltd may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of Stima DT Sacco and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by Stima DT Sacco 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 tender's is received by Stima DT Sacco prior to the deadline prescribed for the submission of tenders.

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

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

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

2.17.5 Stima DT Sacco may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 Stima DT Sacco 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.

2.18 Opening of Tenders

2.18.1 Stima DT Sacco will open all tenders in the presence of Tenderers' representatives who choose to attend, on **Wednesday 28th October, 2020 at 12:00 Noon** and in the location specified in the invitation to tender. The Tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as Stima DT Sacco, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 Stima DT Sacco will prepare minutes of the tender opening which will be submitted to the 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 Stima DT Sacco 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 shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence Stima DT Sacco in Stima DT Sacco's tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderers tender. Comparison or contract award decisions may result in the rejection of the Tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 Stima DT Sacco will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 Stima DT Sacco may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, Stima DT Sacco 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. Stima DT Sacco'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 Stima DT Sacco and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

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

2.22.3 Stima DT Sacco's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

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

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

(a) ***Operational Plan.***

Stima DT Sacco Society 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 Stima DT Sacco Society's required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

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

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

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

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

2.23. Contacting Stima DT Sacco

2.23.1 Subject to paragraph 2.19, no tenderer shall contact Stima DT Sacco 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 Stima DT Sacco 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 In the absence of pre-qualification, Stima DT Sacco will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the Tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as Stima DT Sacco 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 Stima DT Sacco 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

- 2.24.3 Subject to paragraph 2.29 Stima DT Sacco will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 Stima DT Sacco 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 Stima DT Sacco's action. If Stima DT Sacco determines that none of the Tenderers is responsive; Stima DT Sacco shall notify each tenderer who submitted a tender.
- 2.24.5 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.

2.26 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, Stima DT Sacco will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and Stima DT Sacco pursuant to clause 2.29. Simultaneously the other Tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, Stima DT Sacco will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

- 2.26.1 At the same time as Stima DT Sacco notifies the successful tenderer that its tender has been accepted, Stima DT Sacco will simultaneously inform the other Tenderers that their tenders have not been successful.

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

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

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from Stima DT Sacco, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to Stima DT Sacco.

2.27.2 Failure of 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 Stima DT Sacco may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 Stima DT Sacco 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.

2.28.2 Stima DT Sacco will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for procurement of insurance services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

I. Provisions of Appendix to instructions to Tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1 Eligible tenderers	<i>Particulars of eligible tenderers</i> Insurance Underwriters Only
2.8 Form of tender	The Form of Tender must be fully filled, signed and stamped.
2.10 Tender Currencies	<i>Particulars of other currencies allowed.</i> Price should be in Kenya shillings only.
2.12 Tender security	Tender security required - KES. 100,000.00 in form of a bank guarantee from a reputable bank registered in Kenya and regulated by the Central Bank of Kenya valid for 120 days from the closing date of the tender.
2.13.1 Validity of tenders	Tender shall remain valid for a period of 120 days from the date of opening
2.14.1 Number of tender copies required	Bidders shall provide 1 ORIGINAL copy of the tender document clearly marked original and 1 other copy marked COPY properly bound and paginated/serialized/numbered all placed in one envelope and tender title and number and closing date clearly written on top of the envelope
2.16 Deadline for submission of tenders	Deadline for Submission of Tenders /Closing date shall Wednesday 28th October, 2020 at 12:00 Noon.
2.28 performance security	Performance security of 10% of the contract price will be required from the winning bidder after the award of the tender

II. EVALUATION CRITERIA

Stima DT Sacco will consider the following three categories of criteria to evaluate the tenders.

Stage 1. Compliance to Mandatory requirement

Stage 2. Compliance to technical requirements on capacity to deliver the contract.

Stage 3. Financial evaluation

Stage 4. Due Diligence

(1) MANDATORY REQUIREMENTS

The following mandatory requirements must be met notwithstanding other requirements in the tender document: This stage shall be evaluated on a PASS/FAIL basis.

No.	Documents to be submitted	PASS/FAIL
1.	1 Original and 1 copy of Tender document MUST be paginated/ serialized/Numbered sequentially on all pages including attachments from the beginning of the document to the end. This includes ALL the attachments submitted by the bidder and ALL the pages already paginated by Stima DT Sacco.	
2.	Confirmation that the bidder does not have any unpaid claims with Stima Sacco.	
3.	Submit an original tender security of kshs 100,000.00 in form of unconditional bank guarantee from a reputable bank registered in Kenya and regulated by the Central Bank valid for 120 days from the date of tender opening	
4.	Confirmation of Directors (CR. 12) - This should be the one issued within three months to the tender closing date. OR Kenya Business Name Registration form (BN2) for sole proprietor or partnerships.	
5.	Copy of Certificate of Incorporation/Registration	
6.	Submission of Valid Tax compliance certificate (Expired tax compliance certificates will not be accepted)	
7.	Certified copy of certificate of registration with IRA	
8.	Certified copy of Certificate of Registration as a member of AKI for the current year (2020)	
9.	Copy of current Valid Tax Compliance Certificate from KRA (Will be confirmed online with KRA TCC Checker)	
10.	Commitment to excess protector and Political Violence and terrorism(PVT) (provide a letter)	
11.	Evidence of physical registered office (proven physical location with an attached copy of lease and address of firm, copy of electricity or water bill.	
12.	Dully filled, signed and stamped form of Tender	
13.	Dully filled, signed and stamped Confidential Business Questionnaire.	
14.	Dully filled, signed and stamped Tender securing Declaration form	

15.	Dully filled, signed and stamped price schedule form	
16.	Certified copies of two years audited accounts (2018 & 2019)	

Important Note:

The tenderers who do not satisfy any of the above requirements shall be considered as non – responsive and will not be evaluated further.

(2) TECHNICAL EVALUATION CRITERIA

Technical evaluation criteria will be as follows:-

Item	Evaluation parameter and scoring criteria	Maximum points	Bidders Score
1.	List of (5) Clients (to the size of Government Ministries, State Corporations or Government agencies) in the last five (5) years (4 marks each). Attach Documentary Evidence (contracts, LSO or completion letter)	20	
2.	5 dully filled, signed and stamped client reference forms (to be signed by client within the tendering period) Client Reference Form Rating <ul style="list-style-type: none"> • Excellent (3 marks each) • Good (2 mark each) • Average (1 marks) • Poor (0 marks) 	15	
3.	Professional qualifications and experience of the Principal Officer(Attach certificates & CV)		
	ACII/AIHK certification – 2points	2	
	Relevant degree – 2points	2	
	Relevant experience – 1 point for every year’s experience. - max.10 years(to be clearly indicated in the CV)	10	
4.	Professional qualifications and experience of two other technical personnel(Attach certificates & CV)		
	ACII/AIHK – 1 point for each personnel	2	
	Relevant degree – 1 point for each personnel	2	
	Relevant experience – 1point for every year’s experience. max.- 4years	8	
5.	List of four (4) other professional staff and specify portfolio/tasks (Attach CVs & certificates of the personnel (3 marks each)(1 mark for CV & 2 marks for a professional certificate)	12	
6.	Financial capability for the last three years: Liquidity ratio: 2:1 ratio – 3 marks per year 1:1 ratio – 2 mark per year Less – 0 marks	9	

7.	Average motor vehicle insurance premium turnover for the last two years - 2 points for every Kshs. 300 million handled (Max - 10)	10	
8.	Benefits (Additional benefits to the cover will be evaluated and rated appropriately) 1marks for each benefit up to a maximum of four (3) benefits	3	
9.	Period used to settle previous claims in the last two years upon presentation of proper documents. (Attach evidence - 1mark per claim settled within one month up to a maximum of 5) (attach evidence showing date claim was longed and date claim was paid)	5	
Total		100	

Note: The pass mark to proceed for further evaluation stage shall be 70 points.

(3) FINANCIAL EVALUATION

- This will entail making comparison of the bid prices submitted by the respective bidders who will have submitted all the mandatory requirements in (1) above and met the pass mark of 70 points under the technical evaluation criteria outlined in (2). The winning bidder will be the lowest evaluated bidder after achieving the minimum technical score.

(4) DUE DILIGENCE

Stima DT Sacco may visit the premises to confirm the details and/or contact the references provided by the bidder for more information.

SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS		Page
3.1	Definitions	24
3.2	Application	24
3.3	Standards	24
3.4	Use of contract documents and information	24
3.5	Patent Rights	25
3.6	Performance security	25
3.7	Inspections and tests	25
3.8	Payment	26
3.9	Prices	26
3.10	Assignment	26
3.11	Termination for default	26
3.12	Termination for insolvency	27
3.13	Termination for convenience	27
3.14	Resolution of disputes	28
3.15	Governing language	28
3.16	Force majeure	28
3.17	Applicable law	28
3.18	Notices	28

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between Stima DT Sacco and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to Stima DT Sacco under the Contract.
- d) “Stima DT Sacco Society Ltd” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements.

3.5 Patent Right’s

The tenderer shall indemnify Stima DT Sacco 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

Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Stima DT Sacco the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to Stima DT Sacco 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 Stima DT Sacco and shall be in the form of a **bank guarantee**.
- 3.6.4 The performance security will be discharged by Stima DT Sacco and returned to the candidate not later than thirty (30) days following the date of completion of the Tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 Stima DT Sacco or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. Stima DT Sacco shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to Stima DT Sacco.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, Stima DT Sacco may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to Stima DT Sacco.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in Stima DT Sacco's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with Stima DT Sacco's prior written consent.

3.11 Termination for Default

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

- a) If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by Stima DT Sacco.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of Stima DT Sacco has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event Stima DT Sacco terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to Stima DT Sacco for any excess costs for such similar services.

3.12 Termination of insolvency

Stima DT Sacco may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to Stima DT Sacco.

3.13 Termination for convenience

3.13.1 Stima DT Sacco 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 Stima DT Sacco convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination Stima DT Sacco may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

Stima DT Sacco's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

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 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

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

General conditions of contract reference	Special conditions of contract
3.6 Performance security	A performance security of 10% of the total contract price in the form of unconditional bank guarantee from a reputable commercial bank will be required from the winning bidder.
3.8 Payment	Payment will be done within 30 days after receipt of Invoice and Debit Notes
3.9 Prices Adjustment Clause	Price adjustments shall not be allowed for the entire contract period
3.14 Resolution of disputes	In case of a dispute between the service provider & the procuring entity, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred to arbitration as per the provisions of the Arbitration Act of 1995(Cap 49) 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
3.17Applicable law	contract shall be interpreted in accordance with the laws of Kenya

SECTION V - DESCRIPTION OF REQUIREMENTS

A list of all the motor vehicles to be insured is tabulated below detailing the cover, motor vehicle and estimated value in Kenya Shillings.

NO.	COVER	MOTOR VEHICLE	ESTIMATED VALUE IN KSHS.
1.	COMP	KCE 722C	530,000.00
2.	COMP	KBD 237Y	430,000.000
3.	COMP	KCL 488S	1,100,000.000
4.	COMP	KCH 636G	1,200,000.000
5.	COMP	KAY 395U	250,000.000
6.	COMP	KBX 654V	680,000.000
7.	COMP	KBZ 230V	1,100,000.000
8.	COMP	KCM 884P	2,490,000.000
9.	COMP	KAZ 951J	320,000.000
10.	COMP	KBC 500Z	400,000.000
11.	COMP	KCK 062N	1,050,000.000
12.	COMP	KBW 022Q	1,100,000.000
13.	COMP	KCB 754S	750,000.000
14.	COMP	KBC 970L	400,000.000
15.	COMP	KBS 941R	580,000.000
16.	COMP	KCB 141B	550,000.000
17.	COMP	KBU 283Y	410,000.000
18.	COMP	KCT 127P	770,000.000
19.	COMP	KCL 260E	910,000.000
20.	COMP	KCD 333U	1,200,000.000
21.	COMP	KCC 160Z	850,000.000
22.	COMP	KCG 905V	650,000.000
23.	COMP	KCT 514E	1,150,000.000
24.	COMP	KCG 409N	810,000.000
25.	COMP	KBR 041F	900,000.000
26.	COMP	KCK 410M	1,080,000.000
27.	COMP	KBY 066X	480,000
28.	COMP	KBC 367J	560,000
29.	COMP	KCR 611V	810,000
30.	COMP	KBP 279X	580,000
31.	COMP	KCV 280G	2,200,000.00
32.	COMP	KCX 851Q	750,000

33.	COMP	KCK 406R	800,000
34.	COMP	KCL 687H	780,000
35.	PSV	KCW 591L	680,000
36.	PSV	KCX 802T	550,000
37.	COMP	KCY 831F	850,000.00
38.	COMP	KCY 445B	800,000
39.	COMP	KCW 758Q	850,000.00
40.	COMP	KCM 504L	1,500,000.00
41.	COMP	KCA 164P	480,000
42.	COMP	KBP 844Y	500,000
43.	COMP	KCM 125U	920,000
44.	COMP	KCA 227L	1,080,000.00
45.	COMP	KCY 831F	850,000.00
46.	COMP	KCY 070H	2,500,000
47.	COMP	KCU 105A	1,350,000
48.	COMP	KCD 245C	2,750,000
49.	COMP	KCL 050N	500,000.00
50.	COMP	KCF 718D	460,000.00
51.	COMP	KCY 813X	2,200,000.00
52.	COMP	KCV 155B	1,200,000.00
53.	COMP	KAR 976B	1,200,000
54.	COMP	KAP 882Z	410,000
55.	COMP	KCJ 377Y	650,000
56.	COMP	KCD 352N	620,000
57.	COMP	KCA 130G	1,220,000
58.	COMP	KCP 003S	1,500,000
59.	COMP	KCN 684J	1,310,000
60.	COMP	KCC 919R	970,000
61.	COMP	KBL 945Z	900,000
62.	COMP	KCR 938D	730,000
63.	COMP	KCF 027S	570,000
64.	COMP	KBT 985E	600,000
65.	COMP	KCS 439B	760,000
66.	COMP	KBM 563N	600,000
67.	COMP	KCD 489C	520,000
68.	COMP	KBS 814N	2,000,000
69.	COMP	KCR 645U	1,080,000
70.	COMP	KBS 358J	430,000
71.	COMP	KBV 915H	600,000
72.	COMP	KBG 883L	570,000
73.	COMP	KCA 113N	700,000
74.	COMP	KBQ 158M	380,000

75.	COMP	KCA 180A	600,000
76.	COMP	KBL 635E	560,000
77.	COMP	KCF 322G	1,200,000
78.	COMP	KBZ 327R	470,000
79.	COMP	KBZ 784L	700,000
80.	COMP	KCM 155R	500,000
81.	COMP	KCD 413R	720,000
82.	COMP	KBJ 463X	530,000
83.	COMP	KBZ 741X	450,000
84.	COMP	KBQ 636B	650,000
85.	COMP	KCE 405U	780,000
86.	COMP	KCS 799G	1,180,000
87.	COMP	KCK 009D	2,390,000
88.	COMP	KCR 627F	790,000
89.	COMP	KBR 057J	540,000
90.	COMP	KCS 494E	2,200,000
91.	COMP	KCN 443K	1,140,000
92.	COMP	KBJ 139T	520,000
93.	COMP	KCH 169Z	820,000
94.	COMP	KBP 469H	530,000
95.	COMP	KCH 499E	680,000
96.	COMP	KCA 081P	640,000
97.	COMP	KBM 021D	600,000
98.	COMP	KCN 716J	1,060,000
99.	COMP	KBZ 128H	790,000
100.	COMP	KCS 148E	1,080,000
101.	COMP	KCU 399J	1,850,000
102.	COMP	KCS 887G	980,000.00
103.	COMP	KAT 088S	710,000
104.	COMP	KBP 700Q	1,400,000
105.	COMP	KCV 184E	800,000.00
106.	COMP	KCV 089Z	5,500,000.00
107.	COMP	KCH 363L	1,480,000.00
108.	COMP	KCW 673J	650,000.00
109.	COMP	KBP 656M	700,000.00
110.	COMP	KCW 227X	1,300,000.00
111.	COMP	KCX 168L	750,000.00
112.	COMP	KCL 219X	500,000.00
113.	COMP	KCM 949L	3,000,000.00
114.	COMP	KCG 470A	1,220,000.00
115.	COMP	KCZ 281D	800,000.00
116.	COMP	KCZ 983L	830,000.00

117.	COMP	KCT 120S	1,200,000.00
118.	COMP	KCS 731E	1,100,000.00
119.	COMP	KCM 937Q	720,000.00
120.	COMP	KCW 010K	1,000,000.00
121.	COMP	KBK 623D	700,000.00
122.	COMP	KBT 292Y	1,000,000.00

Note:

1.) Stima Sacco may acquire additional motor vehicles during the contract period and a proposal should be included illustrating on their inclusion in the insurance cover.

2.)The tenderer must disclose the percentage and minimum/Maximum amount charged on all classes of motor vehicles in cases where the employer is to blame. The percentage should not exceed 5%.

3.) Insurance Period of cover shall be from 1st January, 2021 and 01/07/2021 and shall run up to 31st December, 2021 and 30th June 2022 respectively.

Cover for any other additional vehicle shall commence as instructed but the insurance cover will run up to either **31st December, 2021 or 30th June 2022.**

4). Premium payments shall be made per year

PRIVATE MOTOR VEHICLE COMPREHENSIVE INSURANCE COVER

POLICY	Motor Vehicle Comprehensive Insurance
PERIOD	Two years. The second year renewable will be upon satisfactory performance in the first year.
SCOPE OF COVER	Comprehensive cover: Provides Indemnity to the insured for loss or damage to motor vehicles and its accessories and spare parts whilst thereon as well as third party liability occasioned by use of the vehicle.
INTEREST AND SUM INSURED	As per schedule annexed hereof
LIMITS OF LIABILITY	Third Party Persons - Unlimited Third Party Property - Kshs.10 million Passenger Liability Claims - Kshs.4 million per person, Towing Charges - Kshs. 50,000/= Repair Authority - Kshs. 50,000/= Medical Expenses - Kshs. 50,000/= Radio Cassette –Replacement Value Windscreen - Kshs. – Replacement Value Provide a replacement vehicle in case of unavailability of insured vehicles and indicate conditions therein
EXCESS	The premium quoted must be inclusive of the excess protector
CANCELLATION NOTICE	Sixty (60) Days
EXTENSIVE CLAUSES	<ol style="list-style-type: none"> 1. Including Passenger Legal Liability 2. Including Liability of passengers acts of negligence 3. Including Strike, political violence, terrorism, riot and civil commotion 4. Including Windscreen/window glass damage clause 5. Including Unspecified radio/cassette damage clause 6. Including earthquakes, floods and all special perils

	<p>7. Including Use by motor trader</p> <p>8. Including unobtainable parts clause</p> <p>9. Including Personal effects Kshs. 100,000</p>
Geographical Area	East Africa subject to, COMESA yellow card

Notes:

- i. All Stima Sacco vehicles involved in accidents will be repaired at reputable garages, unless advised otherwise.

All Commission vehicles involved in accident and repairs authorized by the insurance company and irrespective of their age, will not attract extra charges apart from Policy excess.

SECTION VI PRICE SCHEDULE FORM

PREMIUM SUMMARY

S/No.	POLICY/CLASS	TOTAL COST PAYABLE BY CLIENT			Excess	UNDERWRITER
		Premium	Taxes- show separately all applicable taxes	Total Premium		

We undertake, if our tender is accepted, to provide insurance covers in accordance with the schedule rates and delivery dates specified herein above.

Name

Name of signatory:

In the capacity of:

Authorized Signature:

Company Rubber Stamp/Seal.....

SECTION VII STANDARD FORMS

1. Form of tender
2. Declaration Form
3. Confidential Questionnaire form
4. Tender security form
5. Performance security form
6. Contract form

FORM OF TENDER

Date _____

Tender No. _____

To:

Chief Executive Officer
Stima DT Sacco society
P. O Box 75629- 00200 Nairobi.

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 Provision of Comprehensive Motor Vehicle Insurance Cover (Insurance Underwriters) 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 Comprehensive Motor Vehicle Insurance cover in accordance with the conditions of the tender.
3. If our tender is accepted, we will obtain the tender guarantee in a sum equivalent to 10 Percent of the contract price for the due performance of the contract, in the form prescribed by Stima DT Sacco society.
4. 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.
5. his 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.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2020

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

CLIENT REFERENCE FORM
(Five Clients to fill separate forms)

Name of Insurance firm.....

Name and address of Insured (Client).....

.....

Insurance Policies handled

Class of Insurance	Period of Cover

Performance Evaluation

(The insured to indicate client rating by ticking the appropriate box)

How do you rate the performance of the insurance broker as per their responsiveness to the following:-	Excellent	Good	Average	Poor
1. Claims handling				
2. Underwriting responsiveness				
3. General customer care				

Please note:

- Client Reference Form Rating will be as follows; excellent -3 points, Good -2 point, Average -1 points and Poor -0 points.
- The rating per form will be averaged.

Name of authorized signatory (Insured).....

Title.....

Signature.....

Date.....

Official stamp of the Insured

Telephone contacts:-.....

TENDER-SECURING DECLARATION FORM

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:..... [insert date (as day, month and year) of Tender Submission]

Tender No.:[insert number of tendering process]

To:[insert complete name of Purchaser]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a TenderSecuring Declaration.

2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of..... [insert number of months or years] starting on[insert date], if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:

(a) our receipt of a copy of your notification of the name of the successful Tenderer; or (b) thirty days after the expiration of our Tender.

4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:..... Capacity / title (director or partner or sole proprietor, etc.)

Name:

Duly authorized to sign the bid for and on behalf of:[insert complete name of Tenderer]

Dated on day of, [Insert date of signing]

Seal or stamp.....

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			
Given details of partners as follows			
Name	Nationality	Citizenship details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4 .....	.....	.....	.....
Part 2 (c) – Registered Company			
Private or Public			
State the nominal and issued capital of 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.....	

TENDER SECURITY FORM

Whereas[name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated.....[date of submission of tender]for the provision of.....[name and/or description of the services] (hereinafter called “the tenderer”)KNOW ALL PEOPLE by these presents that WE..... Of.....having registered office at [name of procuring entity] (hereinafter called “the Bank”) are bound unto..... [name of procuring entity] (hereinafter called “Stima DT Sacco”) in the sum of for which payment well and truly to be made to the said Stima DT Sacco, 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 tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to Stima DT Sacco up to the above amount upon receipt of its first written demand, without Stima DT Sacco having to substantiate its demand, provided that in its demand Stima DT Sacco will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

PERFORMANCE SECURITY FORM

To..... [Stima DT

Sacco] WHEREAS..... [name of tenderer] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No._____[reference number of the contract] dated _____ 20_____to supply..... [Description services] (Hereinafter called “the contract”)

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

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

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

This guarantee is valid until the day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

CONTRACT FORM

THIS AGREEMENT made the ___ day of _____ 20___ between..... [Stima DT Sacco] of[Kenya](hereinafter called “StimaSacco”) of the one part and[name of tenderer] of[city and country of Tenderer] (hereinafter called “the tenderer”) of the other part.

WHEREAS Stima DT Sacco invited tenders for certain Materials and spares. VI.....[brief description of materials and spa Ares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of [Contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for Stima DT Sacco)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

In the presence of _____.

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEENAPPLICANT AND
.....RESPONDENT (*Stima DT Sacco*)

Request for review of the decision of the..... (*Stima DT Sacco*) 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 an order/orders that: -

- 1.
2. etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED

Board Secretary