



NATIONAL GENDER & EQUALITY COMMISSION (NGEC)

TENDER DOCUMENT

FOR

PROVISION OF GENERAL INSURANCE COVER

TENDER NO. NGEC/OT/INS/003/2020-2021

DATE OF ADVERTISEMENT: 21ST JULY 2020

CLOSING DATE: 4TH AUGUST, 2020 AT 10.30 AM (EAST AFRICAN TIME)

NATIONAL GENDER & EQUALITY COMMISSION

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SECTION I - INVITATION TO TENDER

TENDER REF. NO.: NGEC/OT/INS/003/2019-2020

TENDER NAME: PROCUREMENT OF PROVISION OF GENERAL INSURANCE COVER

- 1.1 The National Gender & Equality Commission (NGEC) invites sealed tenders from eligible underwriting insurance companies (candidates) for the provision of General insurance cover for a period of one calendar year renewable for another one year subject to satisfactory performance and at the sole discretion of the Commission.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the **National Gender & Equality Commission, Solution Tech Place 1st Floor, Upperhill Longonot Road, P.o. Box 27512 00506, NAIROBI** during normal office working hours.
- 1.3 Tender documents may be obtained from NGEC Procurement office during working hours upon payment of non-refundable fee of Kshs. 1,000.00 or be downloaded free of charge from **the Commission website: www.ngeckeny.org** OR IFMIS Kenya Supplier Portal: www.supplier.treasury.go.ke. Applicants who download the document should register with Procurement department before submitting their tender by sending their names, email and telephone number to info@ngeckeny.org.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for **90 days** from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at **Solution Tech Place, 1st Floor, Upperhill Longonot Road** or be addressed to
**National Gender & Equality
Commission, Solution Tech Place, 1st
Floor, P.o. Box 27512 00506,
NAIROBI**
so as to be received on or before **Tuesday 4th August 2020 at 10.30 AM**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates or representatives who choose to attend at the above address.

(Commission Secretary)

SECTION II - GENERAL INFORMATION

Introduction

2.1 Eligible Tenderers

- 2.1.1 The bidders shall provide the services for the stipulated duration from the Commencement date as shall be specified in the letter of award. This invitation to tender is open to all eligible Underwriters Only.
- 2.1.2 This Invitation for Tenders is open to all tenderers eligible as described in the above. Successful tenderers shall provide the services for one year.
- 2.1.3 The NGEC'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 the Act.
- 2.1.4 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the NGEC 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.
- 2.1.5 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.1.6 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 NGEC, 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 NGEC shall allow the tenderer to review and download the tender document free of charge from www.ngeckenya.org and www.supplier.treasury.go.ke .

2.3 Contents of Tender Document

- 2.3.1 The bidders are invited to submit tenders for Provision of General Insurance Cover for a period of one (1) year (2019-2020)..
- 2.3.2 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract

- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the NGEC by post, fax or by email at the NGEC's address indicated in the Invitation for tenders. The NGEC will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the NGEC. 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 NGEC 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 Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the NGEC, 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 NGEC, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the NGEC, 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
- (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 NGEC'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 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 NGEC 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 only or in another freely convertible currency, and shall be in the form
 - a) A bank guarantee; or
 - b) Such insurance guarantee approved by the Authority.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the NGEC as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
 - (a) if a tenderer withdraws its tender during the period of tender validity.
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
 - (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Commission as non-responsive.
- 2.13.2 In exceptional circumstances, the Commission may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

- 2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, shall be initialed and serialized 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 duly marking the envelopes as "ORIGINAL NGEC/OT/INS/003/2019-2020", and be addressed to; **The Commission Secretary/CEO, National Gender and Equality Commission, P.O Box 27512 00506 Nairobi**, bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE 13th August, 2019 at 10.30 am IN PRESENCE OF TENDER OPENING COMMITTEE.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Commission at the address specified under paragraph 2.13.2 not later than **4TH August, 2020 at 10.30 AM.**
- 2.16.2 The NGEC 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 Commission 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 the tender box shall be received by the Commission at the Reception and recorded to have been received in the registry book.

2.17 Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the NGEC 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 2.13. a withdrawal notice may also be sent by 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

2.18.1 The NGEC will open all tenders in the presence of tenderers' representatives who choose to attend, at **11.00 AM, 13TH August 2019** at Commission boardroom, National Gender and Equality Commission, 1st Floor, Solution Tech Place, Upper Hill. The tenderers' representatives who are present shall sign a register evidencing their attendance

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

2.18.3 The NGEC will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the NGEC 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 NGEC in the NGEC's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The NGEC will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The NGEC may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the NGEC 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 NGEC's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the NGEC 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 NGEC will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22 Evaluation and Comparison of Tenders

- 2.22.1 The Commission will evaluate and compare the tenders which have been determined to be substantially responsive.
- 2.22.2 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender

2.23 Contacting the NGEC

- 2.23.1 No tenderer shall contact the Commission 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 Commission 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 NGEC 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 NGEC deems necessary and appropriate
- 2.24.2 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 NGEC 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 NGEC 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 NGEC's Right to accept or Reject any or all Tenders

- 2.26.1 The NGEC 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 NGEC's action. If the NGEC determines that none of the tenders is responsive, the NGEC shall notify each tenderer who submitted a tender.

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

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

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, the NGEC 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 NGEC pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

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

2.28 Signing of Contract

2.28.1 At the same time as the NGEC notifies the successful tenderer that its tender has been accepted, the NGEC 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 NGEC.

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

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

2.29 Performance Security

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

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 NGEC 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 NGEC 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 NGEC 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 provision of the appendix, the provision of the appendix herein shall prevail over those of the instructions to Tenderers.

| Instruction to tenderers | <i>Particulars of Appendix to instructions to tenderers</i> |
|--------------------------|---|
| 2.1 | <i>Eligible tenderers: underwriters Only</i> |
| 2.2.2 | Tender Document: Download the tender document free of charge form www.ngeckenya.org and www.supplier.treasury.go.ke . |
| 2.12.2 | <i>Particulars of Tender Security: Ksh.50,000 of Tender Sum valid for 90Days after date of Tender Opening</i> |
| 2.12.4 | <i>Form of Tender Security: Shall be in form of a bank guarantee from a reputable bank or approved insurance firm approved by PPRA. Self-guaranteed tender security not allowed.</i> |
| 2.13.2 (b) | <i>Closing Date:, 4th August 2020 at 10.30 AM</i> |
| 2.16.1 | <i>Deadline for submission of Tenders As 2.13.2 (b) above</i> |
| 2.18.1 | <i>Opening of Tender 4th August 2020 at 11.00 AM</i> |
| 2.22 | Evaluation and Comparison of Tenders <u>Mandatory Preliminary Evaluation for Underwriters</u> (i) A copy of a certificate of incorporation/registration. (ii) Valid Tax compliance certificate. (iii) Current License from Insurance Regulatory Authority (IRA) |

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| | <p>(Attach Copy). (- <i>General Insurance Underwriter</i>)</p> <ul style="list-style-type: none"> (iv) Copy Current Business License. (v) Duly filled form of tender (vi) Duly filled Completed Confidential Business Questionnaire (vii) Must Submit a Tender Security of Kshs. 50,000 valid for 90 days after the date of tender opening (viii) Must be a current member of the Association of Kenya Insurers (AKI).(Attach Copy). (ix) Provide Cover details. Benefits under Section V (Schedule of Requirements) must be provided in full. (x) Must serialize pages for bid submitted <p>Note: Eligible underwriter firms must pass all preliminary evaluation for mandatory requirements to proceed to the technical evaluation. Technical Evaluation as below:</p> |
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B Evaluation of the Technical Proposal for General Insurance

The technical proposal for General Insurance shall be evaluated using the criteria listed below:

- 1) The firm must have been providing **General Insurance Cover** for the **last five years – 20 Marks**
- 2) Provide Audited Accounts for 2018 and 2019 with **Gross Premiums** in the year 2019 of not less than **Kshs. 100 Million – 15 Marks**
3. Must provide at least Six recommendation letters from previous clients **(30 Marks)**
4. Qualifications and experience of at least four key personnel proposed for the assignment- provide CVS.
The proposed staff must possess relevant academic and professional qualifications with a minimum of 5 years work experience **20 Marks**
- 5) Demonstration of a satisfactory management and execution plan **(15 Marks)**

To be eligible for the Financial Evaluation, tenders must score at least **Eighty percent (80%)** at the Technical Evaluation Stage.

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 Contractor" means the organization or firm providing the services under this Contract.
- (f) "GCC" means the General Conditions of Contract contained in this section.
- (g) "SCC" means the Special Conditions of Contract
- (h) "Day" means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

- 3.4.2 The Contractor shall not, without the 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 Contractor 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) A bank guarantee; or
 - b) Such insurance guarantee approved by the Authority.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

3.8. Payment

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

3.9. Prices

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.10. Assignment

- 3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

3.11. Termination for Default

- 3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:
- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
 - (b) If the Contractor fails to perform any other obligation(s) under the Contract
 - (c) If the 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 undelivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

- 3.13.1 The Procuring entity by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms 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

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

3.17 Force Majeure

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

3.18 Notices

- 3.18.1 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.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

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

| Reference of general conditions of contract | Special condition of contract |
|---|--|
| Performance security | The successful bidder will furnish NGEC with a performance security equivalent to 10% of the bid price within 14 days from the date of notification of award |
| Delivery of Services | As per the schedule of requirements and special conditions |
| Duration of Cover | One year from the date of contract |
| Renewal of Cover | NGEC shall have discretion to renew the cover subject to satisfactory performance by the service provider |
| Applicable law | Laws of Kenya |
| Notices | The Commission Secretary/CEO National Gender and Equality Commission P.O Box 27512 00506 Nairobi |

SECTION V- SCHEDULE OF REQUIREMENTS

SECTION V - SCHEDULE OF REQUIREMENTS

The National Gender and Equality Commission seeks to engage an Insurance firm to provide Genral insurance covers listed below.

The contract will be for a period of one year with a possibility of extension for another one year. During this period, the broker will be required to maintain all the required licenses

| | CLASS OF INSURANCE | VALUE IN KSHS. (SUM TO BE INSURED (KSHS)) | Details of the Cover |
|-----------------|---|--|---|
| 1 | Fire and perils | | |
| | Office Partitions and fittings | 35,000,000.00 | Indemnity against fire, lighting, explosion, earthquake, storm, flood e.tc |
| | Office Furniture and fittings | 30,000,000.00 | Perils Indemnity against fire, lighting, explosion, earthquake, storm, flood e.tc |
| | Electronic Equipment <i>e.g. computers, Laptops, Photocopiers, cameras, Television sets, Servers, Printers, Telephones, PABX etc.</i> | 25,000,000.00 | Indemnity against fire, lighting, explosion, earthquake, storm, flood e.tc |
| | Other Office equipment | 15,000,000.00 | Indemnity against fire, lighting, explosion, earthquake, storm, flood e.tc |
| Burglary | | | |
| 2 | <i>All Office equipment and ICT equipment</i> | <i>maximum expected loss 25,000,000/=)</i> | Indemnity against loss, destruction, or damage |
| | Cash locked in safe/ strong rooms | 500,000/=. | Loss of cash |
| | Cash in Transit | 500,000/= | Loss of cash |
| | Cash in premises | 500,000/= | Loss of cash |
| | Estimated annual carry | 500,000/= | Loss of cash |

SECTION VI – STANDARD DOCUMENTS

Notes on the Standard Forms

1. Form of Tender - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Price Schedule Form - The price schedule form must similarly be completed and submitted with the tender.
3. Contract Form - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and 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 NGEC.
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 NGEC

FORM OF TENDER

Date:

To: National Gender and Equality Commission
P. o. Box 27512-00506 Nairobi

Tender No: NGEC/INS/AT/003/2019/2020
Tender Name: Provision of General Insurance Cover

1. Having examined the tender documents including Addenda Nos..... *[Insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide *[Description of services]* in conformity with the said tender documents for the sum of..... *[Total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices/Rates attached herewith and made part of this Tender.

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

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by NATIONAL GENDER & EQUALITY COMMISSION.

4. We agree to abide by this Tender for a period of 90 *[ninety]* days from the date fixed for tender opening of the Instructions to bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

6. We understand that you are not bound to accept the lowest or any tender you may receive. Dated this _____ day of 20_____ ._____

[Signature]

[In the capacity of]

.....

Duly authorized to sign tender for and on behalf of.....

PRICE SCHEDULE FORM

| | CLASS OF INSURANCE | VALUE IN KSHS. (SUM TO BE INSURED (KSHS)) | TOTAL PREMIUM QUOTED | REMARKS |
|-----------------|---|--|-----------------------------|----------------|
| 1 | Fire and perils | | | |
| | Office Partitions and fittings | 35,000,000.00 | | |
| | Office Furniture and fittings | 30,000,000.00 | | |
| | Electronic Equipment <i>e.g. computers, Laptops, Photocopiers, cameras, Television sets, Servers, Printers, Telephones, PABX etc.</i> | 25,000,000.00 | | |
| | Other Office equipment | 15,000,000.00 | | |
| Burglary | | | | |
| 2 | All Office equipment and ICT equipment | 25,000,000/= | | |
| | Cash locked in safe/ strong rooms | 500,000/=. | | |
| | Cash in Transit | 500,000/= | | |
| | Cash in premises | 500,000/= | | |
| | Estimated annual carry | 500,000/= | | |

TENDER SECURITY FORM

(Must be on letterhead)

Whereas..... *[Name of the bidder]*
(Hereinafter called "the bidder") has submitted its tender dated *[Date of submission of tender]* for the supply of.....
[Name and/or description of the services]

(Hereinafter called "the Tender")..... KNOW ALL PEOPLE by these presents that WE..... of..... having our registered office at (Hereinafter called "the Bank"), are bound unto NATIONAL GENDER & EQUALITY COMMISSION in the sum of for which payment well and truly to be made to the said NATIONAL GENDER & EQUALITY COMMISSION, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 2020.

THE CONDITIONS of this obligation are:

1. If the bidder withdraws its Tender during the period of tender validity specified by the bidder on the Tender Form; or
2. If the bidder, having been notified of the acceptance of its Tender by NATIONAL GENDER & EQUALITY COMMISSION during the period of tender validity fails or refuses to execute the Contract Form if required;
3. If the Bidder rejects the correction of an arithmetic error, by NATIONAL GENDER & EQUALITY COMMISSION.

we undertake to pay to NATIONAL GENDER & EQUALITY COMMISSION up to the above amount upon receipt of its first written demand, without NATIONAL GENDER & EQUALITY COMMISSION having to substantiate its demand, provided that in its demand NATIONAL GENDER & EQUALITY COMMISSION will note that the amount claimed by it is due to it, owing to the occurrence of one or all of 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/ insurance guarantee approved by the Authority]

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2018 between “NATIONAL GENDER & EQUALITY COMMISSION _____ (hereinafter called” Commission) of the one part and..... of..... [City and country of bidder] (Hereinafter called “the bidder”) of the other part:

WHEREAS NATIONAL GENDER & EQUALITY COMMISSION invited tenders for **Provision General Insurance Cover** and has accepted a tender by the bidder for **Provision General Insurance Cover** in the sum of..... [Contract price in words and figures] (Hereinafter called “the Contract Price”).

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 bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) NATIONAL GENDER & EQUALITY COMMISSION’s Notification of Award.
3. In consideration of the payments to be made by NATIONAL GENDER & EQUALITY COMMISSION to the bidder as hereinafter mentioned, the bidder hereby covenants with NATIONAL GENDER & EQUALITY COMMISSION to provide the for **Provision General Insurance Cover** and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. NATIONAL GENDER & EQUALITY COMMISSION hereby covenants to pay the bidder in consideration of the provision of **Provision General Insurance Cover** 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 the day and year first above written.

Signed and sealed by, _____ the (for _____ Commission)

Th
Signed and sealed by _____ e (for the bidder)
in the presence of _____

PERFORMANCE SECURITY FORM

(To be on the Letterhead)

To: NATIONAL GENDER & EQUALITY COMMISSION

.....
P.O. Box 30630 –00100 Nairobi, Kenya

WHEREAS [name of Supplier] (hereinafter called “the Supplier ”) has undertaken, in pursuance of Contract No.dated.....2018 to supply..... (description of Goods) (hereinafter called “the Contract”).

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (amount of guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of..... (amount in words and figures) 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 of2018. Signature and seal of the Guarantors
[name of bank or financial institution]

[address]

[date]

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

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN.....APPLICANT

AND.....RESPONDENT (NGEC)

Request for review of the decision of the..... (Name of the NGEC) of

.....dated the...day of.....20.....in the matter of Tender No.....of

.....20...

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