



**National Transport  
and Safety Authority**

**TENDER DOCUMENT**

**FOR**

**PROVISION OF INSURANCE BROKERAGE SERVICES FOR  
PROPERTY INSURANCE**

**TENDER NO. NTSA/NCB -004/2017 - 2018**

**HILL PARK BUILDING**

**P.O. BOX 3602-00506**

**NAIROBI, KENYA**

**Email: [procurement@ntsa.go.ke](mailto:procurement@ntsa.go.ke)**

**OCTOBER, 2017**

**NATIONAL TRANSPORT AND SAFETY AUTHORITY.  
P.O. BOX. 3602-00506  
NAIROBI**

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# SECTION I - INVITATION FOR TENDERS

Date \_\_\_\_\_

**TENDER REF NO. NTSA/NCB-004/2017-2018**

**TENDER NAME: Provision of Insurance Brokerage Services For Property Insurance**

The National Transport and Safety Authority invites sealed bids from eligible candidates for the **Provision Of Insurance Brokerage Services For Property Insurance**

Interested eligible candidates may obtain further information from and inspect the tender documents at the **National Transport and Safety Authority, Procurement Office, 3rd Floor, Hill Park Building** during normal working hours.

A complete set of tender documents may be obtained by interested candidates from Procurement office on 3rd Floor Hill Park Plaza, Upper hill Road, during normal working hours upon payment of a non-refundable fee of **KES.1,000/=** in bankers Cheque payable to National Transport and Safety Authority or download from our website at <http://www.nts.go.ke> or <http://supplier.treasury.go.ke> free of charge. Bidders who download the tender document must forward their particulars immediately to [procurement@nts.go.ke](mailto:procurement@nts.go.ke) for record and communication of any tender clarifications.

Completed tender documents are to be enclosed in plain sealed envelopes marked with the tender number and be deposited in the tender box on **Ground Floor, National Transport & Safety Authority's Headquarters, Hill Park Building, Upper Hill Road, Nairobi** or to be addressed to the **Director General, Box 3602-00506 Nairobi** so as to be received on or before Wednesday **8<sup>th</sup> November at 10:00 a.m**

Prices quoted should be net inclusive of all taxes and delivery costs, and must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender. Bidders must ensure that each bid submitted must be serialized from the first to the last page including any attachments.

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the **Conference Room on 3<sup>rd</sup> Floor, Hill Park Building.**

A Mandatory pre-bid briefing will be held on **25<sup>th</sup> October, 2017 at 10.00am** in the Conference room on 3<sup>rd</sup> Floor, Hill Park Building. Interested bidders are invited to attend.

Any canvassing or giving of false information will lead to automatic disqualification.

**FOR: DIRECTOR GENERAL**

## SECTION II - INSTRUCTION TO TENDERERS

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1. Eligible Tenderers**

**2.1.1** This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for a period of one (1) year renewable upon satisfactory performance.

2.1.2 National Transport and Safety Authority's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3

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 NTSA 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 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 NTSA, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process

2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Document**

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

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

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

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

## **2.5 Amendment of Tender Documents**

- 2.5.1 At any time prior to the deadline for submission of tenders, NTSA, 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, NTSA, 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 NTSA, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
  - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
  - (d) Declaration Form.

## **2.8 Form of Tender**

- 2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

## **2.9 Tender Prices**

- 2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

## **2.10. Tender Currencies**

- 2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11. Tenderers Eligibility and Qualifications**

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12. Tender Security**

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect NTSA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
- a) Cash.
  - b) A bank guarantee.



- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by NTSA 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 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, NTSA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

### **2.14. Format and Signing of Tenders**

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

## **2.15 Sealing and Marking of Tenders**

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

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to NTSA 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, 8<sup>th</sup> November, 2017 at 10:00 a.m.*”

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, the Procuring entity 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 NTSA at the address specified under paragraph 2.15.2 not later than Wednesday, *8<sup>th</sup> November, 2017 at 10:00 a.m.*

2.16.2 NTSA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.17. Modification and Withdrawal of Tenders**

- 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 Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

- 2.18.1 NTSA will open all tenders in the presence of tenderers' representatives who choose to attend, at **10:00a.m 8<sup>th</sup> November, 2017** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tenderer's names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as NTSA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 NTSA 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 NTSA 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 NTSA in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 NTSA 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 NTSA 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, NTSA 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 NTSA'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 NTSA 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, NTSA 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 NTSA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 NTSA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a) Operational Plan

(i) NTSA requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

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

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

## **2.23. Contacting the Procuring entity**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact NTSA 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 NTSA 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 NTSA 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 NTSA 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 NTSA 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 NTSA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

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

2.26.1 NTSA reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If NTSA determines that non of the tenders is responsive, NTSA shall notify each tenderer who submitted a tender.

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

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

## **2.27 Notification of Award**

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

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 NTSA 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 NTSA notifies the successful tenderer that its tender has been accepted, NTSA 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 NTSA.

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 NTSA.

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 NTSA may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

2.30.1 NTSA 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 NTSA 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**

## **Notes on the Appendix to the Instruction to Tenderers**

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Section II to be incorporated.
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

## **Appendix to instructions to Tenderers**

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

<b>Instruction to tender reference</b>	<b><i>Particulars of Appendix to instructions to tenderers</i></b>
2.1	Insurance Brokerage Firms Registered and Operating in Kenya.
2.2.2	Cost of tender document is Ksh.1, 000.00. The documents can also be viewed and downloaded from the NTSA Website <a href="http://www.ntsago.ke">www.ntsago.ke</a> at no fee. Bidders who download the tender documents must forward their particulars immediately for records and communication of any further tender clarifications or addenda to <a href="mailto:procurement@ntsago.ke">procurement@ntsago.ke</a>
2.9.1	<p>(i. Tenderers shall recommend only one underwriter per policy. Where a tenderer provides quotations from more than one recommended underwriter for each policy, the tenderer's bid shall be treated as non-responsive.</p> <p>(ii. The tenderer's price (rate) quotation for each policy shall be supported by an original quotation from the recommended underwriter. Where there is a price variation between the tenderer's and the recommended underwriter's quotations, this shall be accompanied by a letter from the recommended underwriter on original letterhead that they shall accept cover on the varied quotation.</p> <p>(iii. Where a tenderer provides a quotation in monetary terms the Tenderer shall state the rates used to determine the monetary term indicated.</p> <p>(iv. Tenderers shall deem each policy as a separate contract unless where specifically grouped for purposes of prudence in underwriting.</p> <p>(v. Tenderers shall not submit any conditional terms with regard to placement, co-insurance, reinsurance or accommodation terms –such bids will be treated as non-responsive.</p>
2.9.2	The Tenderer will pay for all the local taxes, duties, fees, levies and other charges applicable in Kenya. The financial proposal should therefore include any taxes payable in

	Kenya.
2.12.2	Bidders are required to submit Tender Security of <b>Kshs.100,000.00</b> which must be valid for 150 days from the date of tender closing.
2.13.1	The tenders shall remain valid for 120 days from the date of tender opening.
2.14.1	The Tenderer should clearly indicate on top of the envelope the tender name and tender reference number.
2.15.2 (a)	<b>DIRECTOR GENERAL NATIONAL TRANSPORT &amp; SAFETY AUTHORITY HILL PARK BUILDING, UPPER HILL ROAD, BOX 3602-00506 NAIROBI</b>
2.15.2 (b)	<b>Wednesday, 8<sup>th</sup> November, 2017 at 10:00a.m</b>
2.15.3	Combined Technical and Financial Proposal (One Bid Document)
2.16.3	Bulky tender documents that cannot fit in the tender box to be received in the procurement office, 3 <sup>rd</sup> floor, Hill Park Building. The document should be stamped and initiated at the time and date of receipt.
2.23	<b>Deputy Director Procurement National Transport &amp; Safety Authority Hill Park Building, Upper Hill Road, Box 3602-00506 Nairobi E-Mail: Procurement@Ntsa.go.ke</b>

## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

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## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1. Definitions**

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The 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 superceded 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 NTSA'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 NTSA 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 NTSA'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 NTSA and shall be returned (all copies) to NTSA on completion of the contract's or performance under the Contract if so required by NTSA.

## **3.5. Patent Rights**

3.5.1 The Contractor shall indemnify NTSA 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 NTSA the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to NTSA 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 NTSA and shall be in the form of:
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.6.4 The performance security will be discharged by NTSA 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**

- 3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.82. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

### **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)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.9.4 Price variation requests shall be processed by NTSA within 30 days of receiving the request.

### **3.10. Assignment**

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

### **3.11. Termination for Default**

3.11.1 NTSA 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 NTSA.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contractor in the judgment of NTSA has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event NTSA terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to NTSA 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 NTSA 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 NTSA.

### **3.13. Termination for Convenience**

3.13.1 NTSA 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 NTSA 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 NTSA 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**

### **Notes on Special Conditions of Contract**

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

## **SECTION IV – SPECIAL CONDITIONS OF CONTRACT**

### **4.1. CONDITIONS TO BE MET BY THE UNDERWRITER (INSURANCE COMPANY)**

- 4.1.1 Must be registered with the Insurance Regulatory Authority (IRA) for the current year and a copy of the current license be submitted.
- 4.1.2 Must have done annual gross premiums in previous year of KES. 1 Billion
- 4.1.3 Must have paid up capital of at least KES. 450 Million
- 4.1.4 Must give a list of 5 (five) reputable clients and the total clients premiums within the last three (3) years together with their contacts and physical addresses.
- 4.1.5 Must submit a certified copy of the audited accounts for the last three years 2014, 2015 and 2016.
- 4.1.6 Must have total number of management staff of at least ten (10) in number
- 4.1.7 Must submit copies of the following documents;
  - (a) Valid Tax Compliance Certificate
  - (b) Certificate of Registration/Incorporation
- 4.1.8 Must be a member of the Association of Kenya Insurance (AKI) attach certified copy of 2017 certificate.

### **4.2. CONDITIONS TO BE MET BY INSURANCE BROKER**

- 4.2.1 Must be registered with the Insurance Regulatory Authority for current year and a certified copy of the current license be submitted.
- 4.2.2 Must have a Bank guarantee of KES. 3,000,000.00 deposited with the IRA and a certified copy be submitted
- 4.2.3 Must have a Professional Indemnity Insurance Cover of at least KES.50,000.000.00 and a certified copy be submitted
- 4.2.4 Must give a list of 5 (five) reputable clients and the total clients premium in the last three (3) years amounting to Kshs.100 million.
- 4.2.5 Must submit certified copies of the audited accounts for the last three (3) years 2014, 2015 and 2016
- 4.2.6 Must be a current member of the Association of Insurance Brokers (AIB)
- 4.2.7 Must submit copies of the following documents;
  - a) Valid Tax Compliance Certificate
  - b) Certificate of Registration/Incorporation

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

Reference of general conditions of contract	Special condition of contract
3.18	The notice period shall be seven (7) days.
3.6 Performance security	The performance bond must be issued in the form of a bank guarantee. The bank guarantee must be valid in Kenya and be 10% of the annual contract value.
3.7 Delivery of Services	As specified in the schedule of requirements
3.8 Payment	The National Transport and Safety Authority (NTSA) payment terms are that payment shall be made within thirty (30) days after receipt of invoice. However, NTSA may negotiate mutually acceptable payment terms with the successful tenderer.
3.9 Price adjustment	Prices charged by the tenderer for services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender. All prices quoted by the tenderers must be inclusive of all taxes, discounts and delivery costs
3.16 Applicable law	Laws of Kenya
3.18 Notices	Deputy Director Procurement National Transport & Safety Authority Hill Park Building, Upper Hill Road, Box 3602-00506 Nairobi E-Mail: Procurement@Ntsa.go.ke

## **SECTION V - SCHEDULE OF REQUIREMENTS**

### **Notes for preparing Schedule of Requirements.**

1. The schedule of Requirements shall be included in the tender documents by the procuring entity and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
2. The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

## SECTION V - SCHEDULE OF REQUIREMENTS

	<p><b>The Detailed Service Specifications/Particulars are as follows. Bidders are required to indicate against each service specification “UNDERSTOOD AND WILL COMPLY” or “UNDERSTOOD AND WILL NOT COMPLY”.</b></p>	
	<p><b>Technical Specifications (Service and other key requirements)</b></p>	<p><b>Bidder’s Response</b></p>
1	<p><b>Fire Earthquake &amp; Special Perils</b></p> <p><b>Cover:</b> Loss of or damage by Fire, Lightning, bush fire, earthquake, explosion, riot &amp; strike, malicious damage and various extended special perils.</p> <p><b>Sums Insured:</b></p> <ul style="list-style-type: none"> <li>■ Offices Buildings, as per schedule to be provided from time during the contract period</li> <li>■ Office Furniture, Fittings and Equipment in all <a href="#">offices.as</a> per schedule to be provided from time during the contract period.</li> </ul> <p><b>No excesses applicable.</b></p> <p><b>CLAUSES</b></p> <ul style="list-style-type: none"> <li>-Adjoining building.</li> <li>-Automatic reinstatement of loss clause.</li> <li>-Automatic reinstatement of value clause.</li> <li>-Debris removal cost clause</li> <li>-Petrol &amp; mineral oil warranty.</li> <li>-Cross liability clause.</li> <li>-Temporary removal clause.</li> </ul>	
2	<p><b>Property Sabotage and Terrorism</b></p>	

	<p><b>Cover:</b> Loss or damage from Terrorism or Sabotage including mutiny, rebellion, insurrection and coup d'etat, and any ensuing fire damage from looting, or other damage caused by acts of lawfully constituted authority for the purpose of suppressing or minimizing the consequences of any of the aforesaid incidents.</p> <p><b>Sums Insured:</b></p> <ul style="list-style-type: none"> <li>■ Material Damage as per schedule to be provided from time during the contract period <b>Indicate all aggregate Limits and deductibles applicable.</b></li> </ul> <p><b>CLAUSES</b>  Riots &amp; strikes  Reinstatement of loss  Jurisdiction-anywhere within Kenya  Damage from looters  Debris removal  All special perils a-h</p>	
3	<p><b>Burglary</b></p> <p><b>Cover:</b> Loss of or damage to property resulting from theft using forcible or violent entry and exit from premises.</p> <p><b>Sums Insured:</b>  Office Furniture, Fittings and Equipment in all offices as per schedule to be provided from time during the contract period  <b>First Loss Sum Insured</b> as per schedule to be provided from time during the contract period</p> <p><b>CLAUSES</b>  Automatic Reinstatement of Loss.  Riot and strike covered, Watchman warranty  Temporary Removal Clause, Alarm security warranty  Jurisdiction clause, Damage to premises and/or all other Contents.  Safe book keeping.  Reinstatement/Replacement of property Clause.  Hold Up or threat to employees or security.</p>	
4	<b>Electronic Equipment</b>	

	<p><b>Cover:</b> All Risks of unforeseen or accidental loss of or damage to property whilst working, at rest, while dismantling or re-assembling for maintenance, movement or repair.</p> <p><b>Sums Insured:</b></p> <ul style="list-style-type: none"> <li>■ Computers, Auxiliary Equipment and other electronic equipments as per schedule to be provided from time during the contract period.</li> <li>■ Computer Software as per schedule to be provided from time during the contract period.</li> </ul> <p><b>CLAUSES</b></p> <ul style="list-style-type: none"> <li>-Automatic additions / deletions clauses</li> <li>- Locked boot/ car clause</li> <li>-Pairs and sets</li> <li>- Clearing of debris</li> <li>- Express freight charges cover</li> <li>- Fire, lighting</li> <li>-Flood, earthquake, subsidence or windstorm <ul style="list-style-type: none"> <li>- Including Theft / burglary</li> </ul> </li> </ul>	
5	<p><b>Public Liability</b></p> <p><b>Cover:</b> Legal Liability in respect of accidental death, bodily injury, illness or loss or damage to property of third parties including legal expenses.</p> <p><b>Area Limits:</b> In and adjoining all premises owned or occupied by the insured in Kenya. Including work away from premises.</p> <p><b>Limits Of Indemnity( For General Liability/ Food &amp; Drink claims):</b></p> <ul style="list-style-type: none"> <li>■ Any one event. Kshs.5,000,000</li> <li>• Any one period. Unlimited</li> </ul> <p><b>CLAUSES</b></p> <ul style="list-style-type: none"> <li>-Jurisdiction clause</li> <li>-Loading and unloading</li> <li>-Fire and explosion clause</li> <li>-First aid treatment</li> <li>-Including vehicles parked at the station. <ul style="list-style-type: none"> <li>-Guest effects extension clause.</li> </ul> </li> </ul>	
6	<b>Money</b>	



	<p><b>Cover:</b> Loss of money and damage to safes as declared. Money deemed to include cash, bank and currency notes, postal and money order, uncrossed and bearer cheques.</p> <p><b>Interest and Sums Insured:</b></p> <ul style="list-style-type: none"> <li>■ Cash in locked safe. Kshs.2,000,000</li> <li>■ Cash in premises during business hours. Kshs.5,000,000</li> <li>■ Cash with executive &amp; senior staff on safari outside Kenya. Kshs.1,000,000</li> <li>■ Cash at residence of authorized staff Kshs.200,000</li> <li>■ Cash on premises out of safe out of business hours Kshs.50,000</li> <li>■ Cash in custody of senior staff Kshs.200,000</li> <li>■ Contents of Franking Machine Kshs.100,000</li> </ul> <p><b>CLAUSES</b></p> <ul style="list-style-type: none"> <li>-Cost of replacement of lost safe keys</li> <li>-Damage to employees clothing and personal effects due to assault.</li> <li>-Fire, explosion, earthquake, all special perils</li> <li>-Infidelity of employees</li> <li>-Riot, strike and civil commotion</li> <li>-Hold up</li> <li>-Key clause</li> </ul>	
7	<p><b>Fidelity Guarantee</b></p> <p><b>Cover:</b> In respect of all pecuniary loss as a result of infidelity of employees of the insured.</p> <p><b>Interest:</b> All employees of the insured.</p> <p><b>Limits Of Indemnity:</b></p> <ul style="list-style-type: none"> <li>■ Any one event. Kshs.5,000,000</li> <li>■ Any one period. Kshs.50,000,000</li> </ul> <p><b>CLAUSES</b></p> <p>Jurisdiction clause  Collusion clause  Discovery period – 6 months  Claims preparation costs.  Automatic deletions/additions of staff.  Reference Clause  Internal systems control warranty  Cheque and balance clause.  Safe and books clause.  Waiver of proposal form.</p>	
8	<b>Employer's Liability ( Common Law)</b>	

	<p><b>Cover:</b> Legal Liability in respect of accidental death, bodily injury or illness/disease to employees as declared arising out of and in the course of employment.</p>	
	<p><b>Interest:</b> All employees of the insured including casuals estimated as 500, annual earnings to be advised from time to time.</p> <p><b>Limits Of Indemnity:</b></p> <ul style="list-style-type: none"> <li>■ Any one person. Kshs.5,000,000</li> <li>■ Any one occurrence. Kshs.25,000,000</li> <li>■ Any one period. Unlimited</li> </ul> <p><b>CLAUSES</b></p> <ul style="list-style-type: none"> <li>-Cover on claim made basis.</li> <li>-Retroactive date-inception date.</li> <li>-WIBA policy in place.</li> <li>-Riot, strike and civil commotion.</li> <li>-Subject to annual declaration and premium adjustment.</li> <li>-Exposure clause.</li> <li>-Disappearance clause.</li> </ul>	
9	<b>Motor Private.</b>	

	<p><b>Cover:</b> Comprehensive for all vehicles.</p> <p><b>Vehicles:</b></p> <p>Motor Vehicles, as per schedule to be provided from time during the contract period. <b>Minimum Limits Of Liability:</b></p> <ul style="list-style-type: none"> <li>■ Third Party Persons - Unlimited</li> <li>■ Third Party Property – Kshs.20,000,000.00</li> <li>■ Passengers - Kshs.4,000,000 per person &amp; Kshs.10,000,000 per event</li> <li>■ Towing Charges - Kshs.50,000</li> <li>■ Repair Authority - Kshs.50,000</li> <li>■ Radio Cassette - Kshs.50,000</li> <li>■ Medical Expenses -Kshs.50,000.00</li> </ul> <p><b>Underwriters should list competent Garages within their Panel located in all County Headquarters.</b></p> <p><b>CLAUSES</b></p> <p>Including Legal Liability of passengers for acts of negligence  Including liability for passengers  Including Special Perils  Including motor contingent liability  Including use by Motor Trader  Motor theft cover subject to anti-theft device  Including unobtainable parts clause  Including replacement parts clause  Inclusive of riot, strike and civil commotion  No blame no excess  Inclusive of free valuation  Vehicles to be towed back to Kenya for repairs  Including terrorism and political violence cover</p> <p>Excess protector included</p>	
10	<b>Motor Commercial.</b>	

**Cover:** Comprehensive for vehicles.

**Vehicles:**

■ Motor Vehicles, as per schedule to be provided from time during the contract period

**Minimum Limits Of Liability:**

- Third Party Persons - Unlimited
- Third Party Property – Kshs.20,000,000.00
- Passengers - Kshs.4,000,000 per person & Kshs.20,000,000 per event
- Towing Charges - Kshs.100,000
- Repair Authority - Kshs.50,000
- Radio Cassette - Kshs.50,000
- Windscreen - Kshs.100,000
- Medical expenses -Kshs.50,000

**Underwriters should list competent Garages within their Panel located in all County Headquarters.**

**CLAUSES**

Including Legal Liability of passengers for acts of negligence

Including liability for passengers

Including special perils

Including Motor contingent liability

Including use by Motor Trader

Including unobtainable parts clause

Including replacement parts clause

Inclusive of riot, strike and civil commotion

No blame no excess

Inclusive of free valuation

Political Risks and Terrorism included

11

**Motor Cycles.**

**Cover:** Third Party, Fire and Theft for motorcycles

**Vehicles:**

Motor cycles, as per schedule to be provided from time during the contract period.

**Minimum Limits Of Liability:**

Third Party Persons – Unlimited

- Third Party Property – 5,000,000.00
- Towing charges -20,000.00
- Repair Authority -20,000.00
- Medical expenses – Kshs.30,000.00

**CLAUSES**

- No Blame no excess
- Kenya Jurisdiction Clause
- Average clause
- Antitheft device installation
- Use by motor trader
- Riot strike extension clause
- Unobtainable parts clause
- Flood ,Typhoon Hurricane, Volcanic Eruption & Earthquake
- Usage Clause

12	<p><b>Staff Motor Private.</b></p> <p><b>Cover:</b> Comprehensive for staff vehicles.</p> <p><b>Vehicles:</b></p> <ul style="list-style-type: none"> <li>■ Motor Vehicles, as per schedule to be provided from time during the contract period. <b>Minimum Limits Of Liability:</b></li> <li>■ Third Party Persons - Unlimited</li> <li>■ Third Party Property – Kshs.20,000,000.00</li> <li>■ Passengers - Kshs.4,000,000 per person &amp; Kshs.20,000,000 per event</li> <li>■ Towing Charges - Kshs.50,000</li> <li>■ Repair Authority - Kshs.50,000</li> <li>■ Radio Cassette - Kshs.50,000</li> <li>■ Windscreen - Kshs.100,000</li> <li>■ Medical Expenses -KShs.50,000.00</li> </ul> <p><b>No excesses applicable.</b></p> <p><b>Underwriters should list competent Garages within their Panel located in all County Headquarters.</b></p> <p><b>CLAUSES</b></p> <p>Including Legal Liability of passengers for acts of negligence  Including liability for passengers  Including Special Perils  Including motor contingent liability  Including use by Motor Trader  Motor theft cover subject to anti-theft device  Including unobtainable parts clause  Including replacement parts clause  Inclusive of riot, strike and civil commotion  No blame no excess  Inclusive of free valuation  Vehicles to be towed back to Kenya for repairs  Including terrorism and political violence cover</p> <p>Excess protector included</p>	
13	<b>Professional Liability</b>	

**Cover:** The policy shall indemnify the Authority against amounts which the Authority shall become legally liable to pay as compensation including agreed defense costs and expenses, liability attaching out of any wrongful act by the insured in their capacities as Lawyers of the Authority.

**Insured Persons:** 6 Lawyers

**Limits Of Indemnity:**

Any one event. Kshs.5,000,000

Any one period. Unlimited

**Indicate all deductibles applicable.**

**CLAUSES**

-Arbitration clause

-Fraud and dishonesty

-Retroactive cover

-Loss of documents

-Reinstatement of loss

## EVALUATION CRITERIA

The evaluation exercise will be conducted in the following three (3) stages.

- Preliminary Evaluation (**Mandatory**)
- Technical Evaluation – 100% (pass mark is 70%)
- Financial Evaluation – lowest evaluated bidder

### A. Preliminary Evaluation Criteria (MANDATORY)

Bidders who fail to present any of the below documents will be considered NON-RESPONSIVE and disqualified at this stage.

#### Preliminary Evaluation Criteria for Insurance Broker

No	Requirement	Yes/ No
1.	Tender security of <b>Kshs.100,000.00</b> from a bank or a guarantee by a licensed insurance company in Kenya as provided by the Public Procurement Regulatory Authority and must be valid for 150 days from tender opening date.	
2.	Must be registered with the Insurance Regulatory Authority (IRA) for the current year. Submit a certified copy of the valid current license.	
3.	Must have a Bank guarantee of <b>Ksh.3,000,000.00</b> deposited with IRA. Submit a certified copy.	
4.	Must have a Professional Indemnity Insurance Cover of at least <b>Ksh.50,000,000.00</b> and valid for the full period of tender validity and the term of contract.	
6.	Must submit a certified copy of the audited accounts for the last three (3) years 2014, 2015 and 2016	
7.	Premium Turnover of at least Ksh.100,000,000.00 per year for the last three years together with a list of accounts constituting the declared premium turnover.	
8.	Must be a current member of the Association of Insurance Brokers of Kenya (AIBK). Submit a certified copy of certificate	
9.	Submit copy of Certificate of Registration/Incorporation	
10.	Valid Tax Compliance certificate	
11.	Certified Copy of CR 12 for Limited companies and must have been issued within the last 12 months.	
12.	Dully filled business questionnaire	
13.	Dully filled form of tender	
14.	Duly signed self-declaration form that the tenderer will not engage in corrupt and fraudulent practices.	
15.	Submit power of attorney	
16.	Submit a commitment letter from the proposed underwriter, committing to the terms and conditions of the tender <b>ONE UNDERWRITER ONLY</b>	



### Preliminary Evaluation Criteria for Insurance Company (Underwriter)

No	Requirement	Yes/ No
1.	Must be registered with the Insurance Regulatory Authority (IRA) for the current year. Submit a copy of the valid current license.	
2.	Must have done annual gross premiums in previous year of KES. 1 Billion	
3.	Must have a paid up capital of at least KES 450 Million	
4.	Must provide a list of five (5) reputable clients and total clients premiums within the last three (3) years together with their contacts and physical address. Submit evidence in form of letters of recommendation/copy of LSO/copy of Contract.	
5.	Must submit a copy of the audited accounts for the last three (3) years 2014, 2015 and 2016	
6.	Provide a copy of organizational chart	
7.	Must have a total number of management staff of at least ten (10)	
8.	Must be a current member of the Association of Kenya Insurance (AKI)	
9.	Submit copy of Certificate of Registration/Incorporation	
10.	Valid Tax Compliance certificate	
11.	Certified Copy of CR 12 for Limited companies and must have been issued within the last 12 months.	
12.	Dully filled business questionnaire	
13.	Duly signed self-declaration form that the tenderer will not engage in corrupt and fraudulent practices.	

**N/B; Both the broker and the Underwriter must meet all the mandatory requirements to qualify for technical evaluation.**

### B. TECHNICAL EVALUATION CRITERIA FOR INSURANCE BROKERS

No	Requirement	Score
a)	Must provide a list of five (5) reputable clients and total clients premiums within the last three (3) years together with their contacts and physical address. Submit evidence in form of certified copies of LSO/ Contract. (5 Marks each)	25
b)	<b>Premium quoted:</b> Lowest Premium quoted Scores 10 and prorated with premium quoted by other firms.	10
c)	Least period used to settle previous claims upon presentation of all required documents. ( <b>Attach evidence</b> ) <b>Within 1-3 Months -10 Marks</b> <b>Within 4-6 Months -5 Marks</b> <b>Above 6 months -2 Marks</b>	10
d)	<b>Benefit Limit:</b> Highest benefits attract highest Score of 10 and prorated	10

	with offered benefit limits	
e)	<b>Deductibles/ Riders/ Excess Premium.</b> The lowest Deductibles/Excess Premium scores 10 and prorated with other offered Deductibles/Excess Premium.	10
f)	Certified List and documentary evidence of at least four (4) key professional staff and their portfolio/tasks (5mks per staff)  Master degree in relevant field – 5mks Bachelor degree in relevant field – 3mks Diploma in relevant field – 2mks Certificate in relevant filed – 1mk	20
g)	<b>Financial Resources:</b> Financial capability of the firm based on information provided in the last <b>Three (3) years i.e 2014, 2015, 2016</b> audited accounts <ul style="list-style-type: none"> <li>• Sound liquidity ratio for the last 3(three) years. (5mks)</li> <li>• The average turnover of Kshs.100,000,000.00 for the last 3 years (10 Marks)</li> </ul>	15
	<b>TOTAL TECHNICAL SCORE</b>	<b>100</b>

**NB: - To qualify for financial evaluation bidders must score a minimum of 70 points (70%).**

### **C. Financial Evaluation Criteria**

The winning bidder will be the lowest evaluated bidder among those who will have passed the technical evaluation as outlined in bid document.

## SECTION VI - STANDARD FORMS

### Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed 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 procuring entity.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

## Form of Tender

To:

Name and address of procuring entity

Date

\_\_\_\_\_

Tender No.

Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of .....[Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.

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

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**PRICE SCHEDULE FOR SERVICES**

Name of tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

**(i) Price Schedule**

**Table 5.1: Premium Rate Schedule Summary 2018 to 2019**

	<b>Policy</b>	<b>Rate to be applied to arrive at the Net Premium</b>	<b>Indicate levies if where applicable</b>	<b>Indicate Excess/ Limit where applicable</b>	<b>Recommended Underwriter</b>	<b>Group</b>
1	<b>Fire Earthquake &amp; Special Perils</b>					<b>A</b>
2	<b>Property Sabotage and Terrorism</b>					<b>A</b>
3	<b>Burglary</b>					<b>A</b>
4	<b>Electronic Equipment</b>					<b>A</b>
5	<b>Public Liability</b>					<b>B</b>
6	<b>Money</b>					<b>B</b>
7	<b>Fidelity Guarantee</b>					<b>B</b>

8	<b>Employer's Liability ( Common Law)</b>					<b>B</b>
9	<b>Professional Liability</b>					<b>B</b>
	<b>Policy</b>	<b>Rate to be applied to arrive at</b>	<b>Indicate levies if where applicable</b>	<b>Indicate Excess/ Limit where applicable</b>	<b>Recommended Underwriter</b>	<b>Group</b>
10	<b>Motor Private.</b>					<b>C</b>
11	<b>Motor Commercial</b>					<b>C</b>
12	<b>Motor Cycles.</b>					<b>C</b>
13	<b>Staff Motor Private.</b>					<b>C</b>

**Bidder's Signature ----- Official Stamp----- Date**

**Note:** Evaluation shall be on a policy by policy basis. However, where policies are grouped together, the grouped policies shall be evaluated as grouped.

# Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ between \_\_\_\_\_ [name of Procurement entity] of \_\_\_\_\_ [country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and \_\_\_\_\_ [name of tenderer] of \_\_\_\_\_ [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

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

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business; and Part 3.

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

<b>Part 1 – General</b>	
1.1	Business Name ..... .....
1.2	Location of Business Premises. .....
1.3	Plot No..... Street/Road .....
	Postal Address ..... Tel No. .... Fax ..... E mail .....
1.4	Nature of Business,..... .....
1.5	Registration Certificate No. ..... .....
1.6	Maximum Value of Business which you can handle at any one time – Kshs. .....
1.7	Name of your Bankers ..... Branch .....
<b>Part 2 (a) – Sole Proprietor</b>	
2a.1	Your Name in Full ..... Age .....
2a.2	Nationality ..... Country of Origin .....
	Citizenship Details .....
<b>Part 2 (b) Partnership</b>	
2b.1	Given details of Partners as follows:
2b.2	<u>Name</u> <u>Nationality</u> <u>Citizenship Details</u> <u>Shares</u>
	1..... .....
	2..... .....
	3..... .....
	4.....



	.....
	<b>Part 2 (c) – Registered Company</b>
2c.1	Private or Public .....
2c.2	State the Nominal and Issued Capital of Company- Nominal Kshs. .... Issued Kshs. ....
2c.3	Given details of all Directors as follows
	<u>Name</u> <u>Nationality</u> <u>Citizenship Details</u> <u>Shares</u>
	1.....
	2. .....
	3. .....
	4. .....
	5 .....
	<b>Part 3 – Eligibility Status</b>
3.1	Are you related to an Employee, Committee Member or Board Member of National Transport and Safety Authority? Yes _____ No _____
3.2	If answer in ‘3.1’ is <b>YES</b> give the relationship. ..... .....
3.3	Does an Employee, Committee Member, Board Member of National Transport and Safety Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes _____ No _____
3.4	If answer in ‘3.3’ above is <b>YES</b> give details. ..... ..... ..... .....
3.5	Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by

	National Transport and Safety Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes _____ No _____
3.6	If answer in '3.5' above is <b>YES</b> give details. ..... ..... ..... ..... .....
3.7	Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES _____ No _____
3.8	If answer in '3.7' above is <b>YES</b> give details: ..... ..... ..... ..... .....
3.9	Have you offered or given anything of value to influence the procurement process? Yes _____ No _____
3.10	If answer in '3.9' above is <b>YES</b> give details ..... ..... ..... ..... .....
	I DECLARE that the information given on this form is correct to the best of my knowledge and belief.
	Date ..... Signature of Candidate

- If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

## TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

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

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

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....

*[Name of procuring entity]*

WHEREAS ..... *[name of tenderer]*  
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_  
\_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ 20 \_\_\_\_\_  
to supply .....  
*[description of insurance services]* (Hereinafter called "the Contract")

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signature and seal of the Guarantors

\_\_\_\_\_  
*[Name of bank of financial institution]*

\_\_\_\_\_  
*[Address]*

\_\_\_\_\_  
*[Date]*

*(Amend accordingly if provided by Insurance Company)*

## LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**FORM RB 1**

**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) 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