

# REPUBLIC OF KENYA



**PARLIAMENT SERVICE COMMISSION  
THE NATIONAL ASSEMBLY  
PARLIAMENT OF KENYA  
P.O .BOX 41842 -00100  
NAIROBI  
WEBSITE: [www.parliament.go.ke](http://www.parliament.go.ke)**

## **TENDER DOCUMENT**

**TENDER NO: NA/02/2020-2021**

**FOR**

**PROVISION OF GROUP CAR LOAN INSURANCE COVER**

**TENDER SUBMISSION DEADLINE:**

**FRIDAY, 5<sup>TH</sup> FEBRUARY 2021 AT 11.00 AM.**

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## SECTION I - INVITATION FOR TENDERS

Date: 29<sup>th</sup> January, 2021

### **TENDER NO. NA/02/2020-2021 FOR PROVISION OF GROUP CAR LOAN INSURANCE COVER**

The National Assembly/ Officer Administering the Fund hereby invites tenderers to submit sealed tenders for the PROVISION OF GROUP CAR LOAN INSURANCE COVER for a period of twelve (12) months renewable for one (1) additional year subject to satisfactory performance.

Interested and eligible insurance companies may obtain further information and inspect the tender Document for free from the **Procurement Office on 13th Floor, Protection House, Nairobi** or download the same from **Parliament's Website; [www.parliament.go.ke](http://www.parliament.go.ke)** or IFMIS Portal website; **[www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke)**.

Duly completed tender documents (original and copy) are to be enclosed in plain sealed envelopes, marked with the **tender number, name** and **as prescribed in the Tender document** and be deposited in the tender box provided on, **2<sup>nd</sup> floor, Protection House, Nairobi** or be addressed to:-

**The Clerk of the National Assembly/  
Officer Administering the Fund  
Parliament of Kenya  
P. O. Box 41842-00100  
NAIROBI**

so as to be received on or before **Friday, 5<sup>th</sup> February, 2021** at **11.00 am**.

Tenders will be opened immediately thereafter in the presence of the Firms or their representatives who choose to attend the opening in the **Board Room, 2<sup>nd</sup> Floor, Protection House, Parliament Road, Nairobi**.

Prices (Premium) quoted should be net inclusive of all taxes and delivery cost, must be in Kenya Shillings and should remain valid for 90 days after the date of Tender Opening.

Tenders must be accompanied by a tender Security of **Kshs. 100,000.00** in form of a bank guarantee from a reputable bank in Kenya.

The National Assembly reserves the right to accept or reject any tender and does not bind itself to accept the lowest or any tender.

**CLERK OF THE NATIONAL ASSEMBLY/OFFICER ADMINISTERING THE FUND,  
PARLIAMENT OF KENYA**

## 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 the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's Commissioners, employees and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The 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

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 three (3) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

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

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

## **2.5 Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

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

## **2.7. Documents Comprising the Tender**

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

- (a) A Tender Form and a Price/Premium Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below

- (b) Documentary evidence established in accordance with paragraph 2.11.2 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**

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.

Premium indicated on the Premium Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

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 (Premium) 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 be Kshs 200,000.00.

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

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

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

- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 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 Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

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

- 2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

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

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



- (a) Be addressed to the Procuring entity 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 **Friday,5<sup>th</sup> February, 2021 at 11.00 am**
- 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**

*Tenders must be received by the Procuring entity at the address specified under invitation to tender not later than **Friday,5<sup>th</sup> February, 2021 at 11.00 am.***

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

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 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **11.00 am on Friday, 5<sup>th</sup> February, 2021** 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 tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and

such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

- 2.18.3 The Procuring entity 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 Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

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

## **2.21. Conversion to single currency**

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

## **2.22. Evaluation and Comparison of Tenders**

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

(a) Operational plan proposed in the tender;

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

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

(a) Operational Plan

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

(b) Deviation in payment schedule

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

2.22.4 The tender evaluation committee shall evaluate the tender within a maximum period of 30 days.

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

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

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

## **2.24 Post-qualification**

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

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

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

## **2.25 Award Criteria**

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

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

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

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

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

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

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

## **2.27 Notification of Award**

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

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

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

## **2.28 Signing of Contract**

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security**

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

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

## APPENDIX TO INSTRUCTIONS TO TENDERERS

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1	Indicate eligible Tenderers: <b>The invitation is open to Insurance Underwriting Companies Licensed by the Insurance Regulatory Authority (IRA) to transact Life Insurance Covers.</b>
2.1.3	Qualification Information statement: <b>This shall not be required</b>
2.2.2	Price to be charged for tender documents. <b>No charge, downloaded from the Commission website</b>
2.11	Particulars of eligibility and qualifications documents of evidence required: <b>As per the set criteria in this tender document</b>
2.4	Interested Insurance Companies should download the tender document and send their details (name of the company, email address, telephone number and name of the contact person) to <a href="mailto:clerk@parliament.go.ke">clerk@parliament.go.ke</a> or to the Procurement Office on 13 <sup>th</sup> Floor Protection House, by <b>Monday, 1<sup>st</sup> February 2021</b> (within the normal working hours). This will enable ease of communication for the purpose of issuing any clarification.
2.12.1	Particulars of tender security if applicable. <b>Kshs. 100,000.00 and bid amount must be valid for an additional thirty (30) days after the expiry of the tender validity period.</b>
2.12.4	Form of Tender Security. <b>The Tender Security shall be in the form of Bank Guarantee from a reputable bank in Kenya as prescribed</b>
2.13	Validity of Tenders: <b>Tenders shall remain valid for 90 days after date of Tender Opening</b>
2.15.2 (b)	State day, date and time of tender closing: : <b>Friday, 5<sup>th</sup> February, 2021 at 11.00 am</b>
2.16.1	Deadline for submission of Tenders: : <b>Friday, 5<sup>th</sup> February, 2021 at 11.00 am</b>
2.16.3	Bulky tenders that will not fit in the tender box shall be delivered to the Procurement Unit at 13 <sup>th</sup> Floor, Protection House and will be registered and signed for.
2.18.1	Opening of Tenders: <b>Friday, 5<sup>th</sup> February, 2021 at 11.00 am</b>
2.22	<p><b>Evaluation and Comparison of Tenders:</b></p> <p>The proposals will be evaluated in three stages as follows:</p> <p><b>A) Stage 1: Evaluation on Mandatory Requirements:</b></p>

	<ul style="list-style-type: none"> <li>• To be evaluated on 'a Yes or No' Basis.</li> <li>• A bid that does not meet any of the requirements shall be disqualified at this stage regardless of the offer.</li> </ul> <p><b><u>B) Stage Two: Evaluation on detailed technical requirements (Total Points 100)</u></b></p> <ul style="list-style-type: none"> <li>• The bids will be awarded scores/marks for each evaluation parameter.</li> <li>• 80 marks and above is the set pass mark for a firm to be considered responsive.</li> <li>• A firm that scores below the set pass mark of 80 marks shall be disqualified at this stage regardless of the financial offer.</li> </ul> <p><b><u>C) Stage Three: Financial Evaluation</u></b></p> <ul style="list-style-type: none"> <li>• The commercial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, the Policy Excess amounts, exclusion clauses, and other pertinent terms and conditions of tender.</li> <li>• The evaluation committee will determine whether the financial proposals are complete. In all cases, the total lowest rate per mille price proposal as submitted shall prevail.</li> <li>• The responsive bid that offers the lowest evaluated cost per mille shall be considered for the award.</li> <li>• In case of a tie, the firm that provides the highest evaluated score shall be considered for award.</li> <li>• The rate must be within the IRA approved rates</li> </ul>
2.25	Award of Contract: The Contract for the provision of <b>Group Car Loan Insurance cover will be awarded to the most responsive bidder.</b>
2.29	Particulars of performance security if applicable. <b>N/A</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 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) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the 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 charged by the provider for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

3.9.3 Where contract price variation is allowed the variation shall not exceed 25% of the original contract price

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

### **3.10. Assignment**

3.10.1 The 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 un-delivered 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 provider shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that it's 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

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.6 Performance security	Not Applicable
3.7 Delivery of Services	For a Contract period of one year renewable for additional one more year subject to satisfactory performance.
3.8 Payment	<b>Annual premium will be paid either once (or on equal installments) at the beginning of the policy.</b>
3.9 Price adjustment	No Price adjustments allowed. However, the policy should be able to provide for additional car loans issued to staff and members of parliament or reduction of the same at similar price
3.16 Applicable law	Laws of Kenya
3.18 Notices	Procuring Entity  The National Assembly P.O. Box 41842-00100 Nairobi
Other's as necessary	

## **SECTION V – QUALIFICATION AND EVALUATION REQUIREMENTS**

The National Assembly (Administrator of the Fund) wishes to engage an insurance underwriting company to provide Group Car Loan Insurance cover.

The Insurance Underwriting Company must meet the following conditions and evaluated as per the following criteria:-

### **STAGE 1: MANDATORY PRELIMINARY REQUIREMENTS/CONDITIONS**

1. Certificate of Incorporation (CR12) certified by Commissioner of Oaths.
2. VAT /PIN Certificate from Kenya Revenue Authority (KRA)
3. Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA)
4. Be registered with the Insurance Regulatory Authority for the current year and a copy of the current license to be submitted
5. Valid Single Business Permit/Trade license issued by relevant Government agency.
6. Tender security/ Bid bond of Kshs. 100,000.00, valid for an additional thirty (30) days after the expiry of the tender validity period
7. Attach Valid Evidence of membership from Association of Kenya Insurer's (AKI)
8. Duly filled and Signed Form of Tender and premium schedule in the format provided.
9. Properly filled, signed and stamped the attached mandatory Confidential Business Questionnaire.
10. Proof of paid up capital in life business of 500million and above.
11. Attach a certificate of certified books of Accounts from a registered auditor for the year 2018 and 2019.
12. Recommendation letters from five (5) reputable clients with premiums of at least 50million each in the last two (2) years. The recommendation letters should be in Client's letterhead.
13. Properly bound, serialized and paginated bid document including all the attachments and annexes.

### **STAGE 2: DETAILED TECHNICAL EVALUATION REQUIREMENTS**

#### **a) Profile of the firm (30marks);**

- ❖ Details of its physical address, contact details, directorship, clients including the organizational structure.
- ❖ Brief indication of the proposed staff for this assignment, position and their specific duties/ responsibilities in the assignment as either team leader or other technical staff.

- ❖ Provide a list of its five (5) major clients, contract values and contact persons in those client's organizations.
  - ❖ Provide evidence in form of duly signed recommendation letters by Clients/customers of having undertaken and completed five (5) similar service contracts on fire insurance. The more the premium the higher the score. Satisfactory past performance by the clients shall be a critical consideration for this assignment.
- b) Submit at **least four (4) detailed CVs of the technical personnel** who should have relevant academic, professional qualifications and progressive work experience in handling insurance matters **(40marks)**.
- c) A proposal that provides the following details**(30marks):-**
- ❖ Draft insurance policy
  - ❖ Understanding of the engagement/Terms of reference
  - ❖ Identification of key issues, understanding current trends and proposal in requested scheme.
  - ❖ A proposed implementation schedule/work plan for the assignment;
  - ❖ Demonstrated ability to research and incorporate innovative/value adding solutions regarding provision of the best group car loan insurance
  - ❖ Presentation-, e.g. presentation of value addition (e.g. claim administration, periodic reports, payment to other service providers) and other benefits

## **EVALUATION CRITERIA**

The following will be the evaluation criteria that shall determine the responsiveness of the bid to the National Assembly requirements:-

### **STAGE 1: PRELIMINARY EVALUATION/ EVALUATION ON THE MANDATORY QUALIFICATION REQUIREMENTS**

- The firm must meet all the mandatory qualification requirements as listed above and shall be evaluated on **'YES' OR 'NO' BASIS** and any bid that does not meet any of the mandatory requirements shall be disqualified from detailed technical evaluation.

## **STAGE 2: DETAILED EVALUATION: EVALUATION ON THE TECHNICAL QUALIFICATION REQUIREMENTS**

Evaluation Criteria (Total of 100 points):-

- |   |   |
|---|---|
| a) Profile of the firm  | <b>[Maximum 30 points];</b>                                   |
| b) Qualification of staff                                       | <b>[Maximum 40 points];</b>                                   |
| c) Proposed implementation schedule<br>/work plan & methodology | <b><u>[Maximum 30points];</u></b><br><b><u>100 points</u></b> |

**Pass mark 80points**

Please note the following important information:

- ❖ In order to qualify for further financial consideration the firm must score a minimum of **80 points**.
- ❖ Any bid that does not comply with the above requirements will be disqualified from further evaluation.
- ❖ **Only the financial bids of the firms that meet all the qualifications requirements shall be considered.**
- ❖ The responsive and lowest in cost bid or in case of a tie the firm that attains the highest technical score shall be considered for the award.

## **STAGE 3: FINANCIAL EVALUATION**

The bids that meet all the qualification requirements shall be considered and their tender form and price schedule shall be evaluated for conformity and responsiveness to the National Assembly requirements of having been full completed, signed, stamped, arithmetical errors etc.

The rates quoted should be within the IRA approved ratings for similar cover.

## **POST QUALIFICATION/ CONFIRMATION OF QUALIFICATIONS**

The National Assembly reserves the right to undertake due diligence on the successful bidder prior to the award of the Tender; and even after the award of the Tender to ascertain the correctness of the information provided.

## **STAGE 4: RECOMMENDATION FOR AWARD**

The responsive and lowest in cost bid shall be recommended for award of the contract.

And in case of a tie in the rate charged by the Insurance Companies, the National Assembly shall consider award to the responsive firm that provides the highest evaluated score.



## **SECTION VI: DETAILS OF INSURANCE COVER**

### **GROUP CAR LOAN INSURANCE COVER FOR A PERIOD OF TWELVE (12) MONTHS RENEWABLE FOR ADDITIONAL ONE(1) YEAR**

The National Assembly seeks to contract a reputable Underwriting Insurance company to provide group car loan insurance.

While it is appreciated that general cover come with inherent controls and procedures, the National Assembly is hoping that the selected provider will look at the possibility of ensuring that any controls and procedures are not unnecessarily bureaucratic and cumbersome.

The Insurance Scheme is expected to cover the following:-

#### **Terms of Reference for Group Car Loan Insurance Cover**

The National Assembly is seeking to undertake the following Insurance cover.

#### **Group Car Loan Insurance**

#### **SCHEDULE OF REQUIREMENTS**

<b>NO</b>	<b>PARTICULARS OF INSURANCE</b>	<b>VALUE TO BE INSURED</b>	<b>RISKS TO BE COVERED</b>
1	Group Car Loan Insurance		

## SECTION VI – STANDARD FORMS

### Notes on the Standard Forms

2. **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.
3. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
4. **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.
5. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
6. **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.
7. **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.

## 8.1 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**

Nos. .... [insert numbers].the receipt of which is hereby duly acknowledged, we, the undersigned, offer for the **PROVISION OF GROUP CAR LOAN INSURANCE COVER** in conformity with the said tender documents for the sum of Kenya shillings /at a rate of

.....PER MILE

(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 \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

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

## 8.2 PRICE SCHEDULE OF GOODS AND SERVICES

### PREMIUM SCHEDULE SUMMARY COSTS

Item No.	Description of Insurance Cover	Rate per Mille
<b>GRAND TOTALS</b>		

**NB:** Annual premium will be paid either once (or equal installments) at the beginning of the policy.

Signature and Stamp of tenderer: \_\_\_\_\_

**Note:**

- a) In case of discrepancy between unit price and total, the unit price shall prevail.
- b) The total cost should be inclusive of all applicable taxes and duties.

## 8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

*(Must be filled by all applicants or Tenderers' who choose to participate in this tender)*

**Name of Applicant(S)**

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. **Part 2 (d) to part 2(i) must be filled.**

**You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.**

### **Part 1 – General**

Business Name:.....Certificate of Incorporation / Registration No. ....Location of business premises:

Country .....Physical address .....  
 Town .....Building.....  
 Floor.....Plot No. ....  
 Street / Road .....Postal Address .....  
 Postal / Country Code.....Telephone No's.....  
 Fax No's. ....E-mail address .....  
 Website .....

Contact Person (Full Names) ..... Direct / Mobile No's.....  
 Title ..... Power of Attorney (Yes / No)

If **Yes**, attach written document.

Nature of Business (Indicate whether manufacturer, distributor, etc)  
 .....

### **(Applicable to Local Suppliers Only)**

Local Authority Trading License No. .... Expiry Date .....  
 Value Added Tax No.....

Value of the largest single assignment you have undertaken to date (**US\$/KSh**)  
 .....

Was this successfully undertaken? **Yes / No**. ....(If **Yes**, attach reference)

Name (s) of your banker (s) .....  
 Branches ..... Tel No's. ....

### **Part 2 (a) – Sole Proprietor**

Full names .....

Nationality..... Country of Origin.....

### **Part 2 (b) – Partnerships**

Give details of partners as follows:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1. ....	.....	.....	.....
2. ....	.....	.....	.....

3.....  
4.....

**Part 2 (c) – Registered Company**

Private or public .....  
Company Profile .....(Attach  
State the nominal and issued capital of the Company  
Nominal KShs .....  
Issued KShs .....

List of top ten (10) shareholders and distribution of shareholding in the company.

Give details of all directors as follows:-

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....
4.....	.....	.....	.....

**Part 2 (d) – Debarment**

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by the National Assembly and any other public or private institutions.

Full Names .....

Signature .....

Dated this .....day of .....2021.

In the capacity of .....

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

**Part 2 (e) – Criminal Offence**

I/We, (Name (s) of Director (s)):-

- a) .....
- b) .....
- c) .....

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed .....

For and on behalf of M/s .....

In the capacity of .....

Dated this .....day of .....2021.

Suppliers' / Company's Official Rubber Stamp .....

**Part 2 (f) – Conflict of Interest**

I/We, the undersigned state that I / We have no conflict of interest in relation to this assignment:-

- a) .....
- b) .....
- c) .....
- d) .....

For and on behalf of M/s .....

In the capacity of .....

Dated this .....day of .....2021

Suppliers' / Company's Official Rubber Stamp.....

**Part 2 (g) – Interest in the Firm:**

Is there any person/persons in the Parliamentary Service The National Assembly or any other public institution who has interest in the Firm? Yes/No ..... (Delete as necessary) Institution .....

.....

<b>(Title)</b>	<b>(Signature)</b>	<b>(Date)</b>
----------------	--------------------	---------------

**Part 2(h) – Experience**

Please list here below similar projects accomplished or companies / clients you have provided with similar services in the last two (2) years.

<u>Company Name</u>	<u>Country</u>	<u>Contract/ Order No.</u>	<u>Value</u>
1.....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....

Contact person (Full Names) .....

E-mail address.....

Cell phone no .....

**Part 2(i) – Declaration**

I / We, the undersigned state and declare that the above information is correct and that I / We give the National Assembly authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names .....

Signature.....

For and on behalf of M/s .....

In the capacity of .....

Dated this .....day of .....2021.

Suppliers' / Company's Official Rubber Stamp .....



#### 8.4 TENDER SECURITY FORM

Whereas ..... [name of the tenderer]  
(hereinafter called "the tenderer") has submitted its tender dated .....  
[date of submission of tender] for the supply, installation and The National  
commissioning of .....[name and/or description of the  
equipment]  
(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 .....  
[name of The National Assembly } (hereinafter called "the National Assembly ")  
in the sum of ..... for which payment well and truly to be  
made to the said The National Assembly , the Bank binds itself, its successors, and  
assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the National Assembly during the period of tender validity: fails or refuses to execute the Contract Form, if required; or fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

This 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 date.

\_\_\_\_\_  
[Signature of the bank]  
(Amend accordingly if provided by Insurance Company)

## 8.5 CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between ..... [name of Procurement entity] of ..... [country of Procurement entity] (hereinafter called "the National Assembly ) of the one part and ..... [name of tenderer] of ..... [city and country of tenderer] (hereinafter called "the tenderer") of the other part;

WHEREAS the National Assembly invited tenders for Group Car Loan Insurance Cover and has accepted a tender by the tenderer for the supply of the Group Car Loan 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 bid document by the successful tenderer
- b) The Tender Form and the Price Schedule submitted by the tenderer
- c) The Schedule of Requirements
- d) Details of cover
- e) The General Conditions of Contract
- f) The Special Conditions of contract; and
- g) The National Assembly Notification of Award
- h) The Bidder's letter of acceptance
- i) Acceptable Performance Security

3. In consideration of the payments to be made by the National Assembly to the tenderer as hereinafter mentioned, the tender hereby covenants with the National Assembly to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The National Assembly hereby covenants to pay the tenderer in consideration of the provisions of the goods and 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 National Assembly  
Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in the presence of \_\_\_\_\_

**8.6 PERFORMANCE SECURITY FORM**

To .....  
[name of The National Assembly ]

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 the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

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

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

Signed and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

*[Amend accordingly if provided by Insurance Company]*

To:.....  
[Name of procuring entity]

**8.7 LETTER OF NOTIFICATION OF AWARD**

**REPUBLIC OF KENYA**



**PARLIAMENT OF KENYA  
THE NATIONAL ASSEMBLY**

**REFERENCE:**

**DATE**

**M/S  
P. O. Box  
Nairobi**

Dear

**RE: PROVISION OF GROUP CAR LOAN INSURANCE COVER.  
(TENDER NO. NA/02/2020-2021)**

We are pleased to inform you that your bid dated ..... for the Supply and delivery of the ..... as per the specifications at a Total Cost a rate of ----- **PER MILE** only is hereby accepted.

The contract documents are in the course of preparation and you will be called to sign them after fourteen (14) days have elapsed from the date of this letter.

The National Assembly hereby appoints the ..... as the Project Co-ordinator for this assignment and you are requested to make arrangements to contact the Project Co-ordinator on all matters to do with this contract.

Yours faithfully,

**CLERK OF THE NATIONAL ASSEMBLY  
PARLIAMENT OF KENYA**