



TENDER

FOR

**PROVISION OF GENERAL INSURANCE COVER-
WIBA, GPA, MOTOR VEHICLES AND ASSET
COVERS(INSURANCE BROKERAGE SERVICES)**

TENDER NO. PCPB /74/2023-24

INVITATION DATE: 29TH MAY 2024

**CLOSING DATE: 12TH JUNE 2024
AT 11.00A.M**

SECTION I - INVITATION TO TENDER

The Pest Control Products Board is a statutory organization of Kenya Government established under The Pest Control Product Act Cap 346 of 1982, laws of Kenya. Its core mandate is to regulate the importation, exportation, manufacture, distribution, use and disposal of pest control products.

1.1.1 The PCPB invites sealed bids for Provision of General insurance cover for WIBA, GPA and asset covers.

1.1.2 Interested eligible candidates may obtain bid documents from the Procurement Office, PCPB Building Loresho, off waiyaki way, 4th Floor, upon payment of a non-refundable fee of **Kshs. 1,000 (One Thousand Shillings)** only at the KCB Bank, Sarit Branch A/c **No.1106877357** and the bank slip submitted at the accounts office for issuance of official receipt, situated at PCPB Building, 4th floor between 9.00a.m to 1.00p.m and 2.00p.m to 3.00p.m.

The bid documents can also be downloaded **free of charge** from the following websites: www.pcpb.go.ke or www.tenders.go.ke Enquiries can be made via email address: md@pcpb.go.ke

1.1.3 Tenders must be accompanied by a Tender Security of **One Hundred Thousand Shillings Only (Kshs.100, 000.00)** in form of a guarantee from a reputable bank or from an Insurance company approved by Public Procurement Regulatory Authority (PPRA) valid for **180 days** from the date of opening.

1.1.4 Prices quoted should be **inclusive of all taxes** and must be in Kenya shillings and shall remain valid for **150 days** from the closing date.

1.1.5 Bidder(s) should not mutilate the bid document issued by the procuring entity and shall ensure serialization of pages for each bid submitted.

1.1.6 Duly completed bid document (s) are to be enclosed in plain sealed envelopes, marked with the **“Tender Number & Tender Description”** and be addressed to;

**The Chief Executive Officer,
Pest Control Products Board,
P.O. Box 13794-00800,
NAIROBI.**

and must be received in the tender box at PCPB Headquarters, **Ground Floor** during normal working hours before **12th June 2024 at 11.00a.m**

1.1.7 Bids shall be opened immediately thereafter in the presence of candidates representatives who choose to attend at PCPB meeting Room 4th floor. **Late bids shall be rejected.**

CHIEF EXECUTIVE OFFICER

SECTION II - INSTRUCTIONS TO TENDERERS

TABLE of CLAUSES

2.1	Eligible tenders.....	5
2.2.	Cost of Tendering.....	5
2.3	Contents of Tender documents.....	5
2.4	Clarification of Tender document.....	6
2.5	Amendments of Tender document.....	6
2.6	Language of Tender.....	6
2.7	Documents Comprising the Tender.....	6
2.8	Tender Form.....	7
2.9	Tender Prices.....	7
2.10	Tender Currencies.....	7
2.11	Tenderers Eligibility and Qualifications.....	7
2.12	Tender Security	7
2.13	Validity of Tenders.....	8
2.14	Format and Signing of Tenders	8
2.15	Sealing and marketing of Tenders.....	8
2.16	Deadline for submission of Tenders	9
2.17	Modification and Withdrawal of Tenders	9
2.18	Opening of Tenders.....	9
2.19	Clarification of Tenders	9
2.20	Preliminary Examination.....	9
2.21	Conversion to Single Currency	10
2.22	Evaluation and Comparing of Tenders	10
2.23	Contacting the procuring Entity	10
2.24	Post-Qualification	11
2/25	Award Criteria	11
2.26	Procuring Entity's right to Accept or Reject any or All tenders	11
2/27	Notification of award... ..	12
2.28	Signing of Contract	12
2.29	Performance security	12
2.30	Corrupt or Fraudulent Practices	12

SECTION II - INSTRUCTIONS TO TENDERS

2.1 Eligible Tenderers

2.1.0 Bio Data

Name of Bidder

Postal Address

Physical Address

Telephone Numbers.....

Email Address

2.1.1 This invitation for tenders is open to all IRA registered Insurance Brokers.

2.1.2 PCPB's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 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 Tenders shall bear all costs associated with the preparation and submission of its tender, and PCPB, 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 PCPB shall allow the tenderer to review the 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 this instruction to tenderers.

- i. Instructions to tenderers
- ii. Form of tender
- iii. Price schedules
- iv. Contract 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 PCPB by post by email at the PCPB address indicated in the Invitation for tenders. The PCPB 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 PCPB. Written copies of the PCPB 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 PCPB shall reply to any clarification sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of Tender Documents.

2.5.1 At any time prior to the deadline for submission of tenders, PCPB, for any reason, whether at its own initiative or in response to a clarification requested by 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 any amendment by post 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, PCPB, 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 PCPB, 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/prevail.

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)

2.8 Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the original Price schedule provided 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.

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 qualification to perform the contract if its 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 PCPB'S satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.11.3 The names of the bidder should remain consistent in the entire bid document including all attachments.

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 of **One Hundred Thousand Shillings Only (Kshs.100, 000.00)** in form of a guarantee from a reputable bank or from an Insurance company approved by Public Procurement Regulatory Authority (PPRA) valid for **180 days** from date of opening.

2.12.3 The tender security is required to protect PCPB 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) A bank guarantee.

(b) Such insurance guarantee approved by the PPRA.

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

2.12.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited

a) If a tenderer withdraws its tender during the period of tender validity.

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.

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 **150 days** after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by PCPB as Non-responsive.
- 2.13.2 In exceptional circumstances, PCPB may solicit the Tenderer's consent for 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 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 initiated 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 Marketing 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**" The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- a) Be addressed to PCPB 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 12th June 2024 at 11.00a.m.**"
- 2.15.2 The inner envelopes shall also indicate the name and address of tenderer to enable the tender to be returned unopened in case it is declared "late"
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, PCPB 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 the procuring entity at the address specified under paragraph 2.15.2 not later than **12th June 2024 at 11.00a.m.**

2.16.2 PCPB, 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 PCPB 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 at the procurement office 4th floor and the bidder will be required to sign a register.

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; it's received by PCPB 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 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 Tender's forfeiture of its tender security.

2.18 Opening of Tenders

2.18.1 PCPB will open all tenders in the presence of tenderers' representatives who choose to attend, on **12th June 2024 at 11.00a.m** 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 of absence of requisite tender security and such other details as PCPB, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 PCPB 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 PCPB 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 PCPB in tender evaluation, tender comparison or contract awarddecisions may result in the rejection of the tenderer's tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 PCPB 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 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 2.20.3 PCPB 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 tender.
- 2.20.4 PCPB prior to the detailed evaluation, pursuant to paragraph 2.20, PCPB 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. PCPB'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 PCPB and may not subsequently be made the tenderer by correction of the nonconformity.

2.21 Conversion to single currency

- 2.21.1 All Prices shall be quoted in Kenya Shillings only. Where other currencies are used, the PCPB 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 Tenderers who fail to meet mandatory requirements will have their bids considered non-responsive. Evaluation of mandatory requirements will form the first stage of tender evaluation and tenderers who fail at this stage will have their bids rejected.
- 2.22.2 PCPB will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.5.
- 2.22.3 The comparison shall also include all costs as well as duties and taxes payable.
- 2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.23 Contacting PCPB

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact PCPB 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 PCPB in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderer's tender.

2.24 Post-qualification

- 2.24.1 PCPB 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 PCPB 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 PCPB 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 PCPB 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. PCPB's Right to accept or Reject any or all Tenders

- 2.26.1 PCPB 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 PCPB's action. If PCPB determines that none of the tenders is responsive, PCPB shall notify each tenderer who submitted a tender.
- 2.26.2 PCPB 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, PCPB 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 PCPB 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 PCPB 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 PCPB notifies the successful tenderer that its tender has been accepted, PCPB 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 PCPB.
- 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 General Conditions of the Contract, in a form acceptable to PCPB.
- 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 PCPB may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 PCPB 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 PCPB 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.

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 PCPB'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 PCPB 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 PCPB'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 PCPB and shall be returned (all copies) to PCPB on completion of the contract's or performance under the Contract if so required by PCPB.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify PCPB 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 As Performance Security, the Insurance Broker shall be expected to have a Professional Indemnity cover for not less than Kshs.5Million from a reputable insurance company valid for the entire period of the tender validity and upon award of the contract; the cover shall remain and be extended to the full term of the policy.

3.6.2 Compensation shall be claimed against this cover if the Broker fails to perform any of its obligations or is in breach of any of its material 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. Termination for Default

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

3.8.2 In the event PCPB 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 PCPB for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.9 Termination for Insolvency

3.9.1 PCPB 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 PCPB

3.10 Termination for Convenience

3.10.1 PCPB 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 PCPB convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.10.2 For the remaining part of the contract after termination PCPB may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.11 Resolution of Disputes

3.11.1 PCPB 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

3.11.2 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.

3.12 Governing Language

3.12.1 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.

3.13 Applicable Law

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

3.14 Force Majeure

3.14.1 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.

3.15 Notices

3.15.1 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.

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

EVALUATION CRITERIA

a) Mandatory Qualifying Requirements for Brokers

- (i) Copy of incorporation or registration Certificate.
- (ii) Copy of Valid Tax Compliance Certificate.
- (iii) Tender Security of Kenya Shillings, One Hundred Thousand (100,000).
- (iv) Copy of Registration Certificate as a broker by the IRA & Proof of renewal in the current financial year.
- (v) Copy of membership certificate from the Association of Insurance Brokers of Kenya.
- (vi) An original letter of undertaking from the proposed insurance underwriter.
- (vii) Duly filled, signed and stamped form of tender.
- (viii) Duly filled original price schedule.
- (ix) Original quotation from the proposed insurance underwriter.
- (x) Copy of CR 12 generated in the last 3 months
- (xi) Duly filled Self Declaration that the Person/Consultant is not debarred in the Matter of the Public Procurement and Asset Disposal Act 2015.
- (xii) Duly filled Self Declaration that the Person/Consultant will not engage in any Corrupt or Fraudulent Practice.
- (xiii) The document should be legible and presentable. All pages of the bid document submitted MUST be sequentially serialized or paginated from 1st page to the last page

The bidders here will be RESPONSIVE or NON- RESPONSIVE.

The responsive bidders will proceed to technical stage of evaluation.

b) Technical Evaluation Criteria – (100 Marks)

S/N	Technical Evaluation	Score
1.	Experience of at least 5 years in provision of Insurance Brokerage Services. (Attach evidence of assignments handled) <i>(5 Marks each year)</i>	25 Marks
2.	Minimum annual premium turnover of Kshs. 5,000,000 (year 2022 or 2023)	5 Marks
3.	Proof of claim settlement from at least 3 clients. With a minimum claim of Kshs. 500,000 each. <i>(within 2021,2022,2023)</i> <i>(5 Marks for each claim)</i>	15 Marks
4.	Letters of reference from at least 5 clients with similar portfolio. <i>(5 Marks for each client)</i>	25 Marks
5.	Audited accounts for the last 2 years, signed by the Auditor (year 2022 & 2023 or 2021 & 2022) <i>(5 Marks for each year)</i>	10 Marks
6.	Provide CVs and Testimonials of 4 key professional / technical staff. <i>(3 Marks for each)</i>	12 Marks
7.	Detailed write up on policies administration/claim processing timelines	8 Marks

NB:

Bidders shall be required to obtain a minimum of seventy (70) marks at the Technical Evaluation in order to qualify to proceed to next Financial Evaluation stage.

c. Financial Evaluation Criteria

- (i) Technically responsive bids will be financially ranked based on amount quoted per policy.
- (ii) The successful bidder shall be the bidder with the lowest evaluated price per policy.

Special Conditions of Contract:

1. The Broker shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the policies quoted for the premium including applicable taxes, duties and levies, brokerage remuneration and excess limits from 1st July 2024 to 30th June 2025.
2. The Broker shall *propose only one Underwriter per policy*. Where a Broker furnishes quotations from more than one proposed Underwriter, the Board shall be entitled to reject the Broker's bid as non-responsive.
3. The Broker's price schedule shall be supported by price quotations from the proposed Underwriter. Where there is a price variation(s) between brokers' and Underwriters' quotations, this shall be accompanied by a letter from the Underwriter that they shall accept cover on the lower quotation.
4. Unit prices and rates quoted and indicated by the Broker shall be fixed during the term of the contract. Brokers shall ensure that the sums insured under the policies may be adjustable accordingly by suitable means at the discretion of the Client from time to time without changing the unit rates and not subject to variation on any account.
5. Bidders appearing on the IRA list of insurers with most client complaints and those that have been blacklisted will automatically be disqualified and considered non-responsive.

SECTION V - SCHEDULE OF REQUIREMENTS

- 1. Fire and allied perils**
- 2. Burglary**
- 3. All risk insurance**
- 4. Public liability**
- 5. Motor vehicle –private (comprehensive)**
- 6. WIBA and GPA**
- 7. Electronics**

A. SCHEDULE OF REQUIREMENTS

S/N	Description	SUM INSURED
1.	Provision of General insurance for WIBA, GPA, with staff head count of 58 with annual gross earnings	102,005,546.40

#	Type of policy	Sum insured
1	Fire and allied perils	612,124,498.00
2	Burglary	8,112,888.00
3	Computer electronics	8,501,903.00
4	All risks	36,025,550.00
5	Motor vehicle private-comprehensive	46,120,000.00
6	Public liability	5,000,000.00

LIST IF MOTOR VEHICLES

S/N	REG NO.	MAKE	MODEL	SUM INSURED
1.	KBT 914N	TOYOTA	HILUX	1,370,000.00
2.	KBU 051T	MITSUBISHI	PAJERO GLX	2,780,000.00
3.	KBR517U	FORD	RANGER	1,580,000.00
4.	KAY665V	TOYOTA COROLLA	ZRE151R	740,000.00
5.	KBJ687U	TOYOTA	HILLUX P/UP	1,070,000.00
6.	KBN254E	TOYOTA	HILUX	1,360,000.00
7.	KAW538Z	TOYOTA	HILUX	860,000.00
8.	KBR518U	FORD	RANGER	1,470,000.00
9.	KBB186S	FORD	RANGER	650,000.00
10.	KBT 623N	FORD	RANGER	1,950,000.00
11.	KDK049P	TOYOTA	PRADO	12,300,000.00
12.	KDK064P	ISUZU	TFS86 D/C	5,070,000.00
13.	KDK063P	ISUZU	TFS86 D/C	5,020,000.00
14.	KDK062P	ISUZU	TFS86 D/C	5,050,000.00
15.	KDG493C	PROTON	X70	4,850,000.00
	SUM INSURED			46,120,000

PRICE SCHEDULE FORM

Bidders shall ensure the following price schedule is duly signed and stamped.

PRICE SCHEDULE

S/N	Description	SUM INSURED
1.	Provision of General insurance for WIBA,GPA, with staff head count of 58 with annual gross earnings	102,005,546

1. Fire and allied perils
2. Burglary
3. All risk insurance
4. Public liability
5. Motor vehicle –private (comprehensive)
6. WIBA and GPA
7. Electronics

A. SCHEDULE OF REQUIREMENTS

LIST OF MOTOR VEHICLES

S/N	REG NO.	MAKE	MODEL	SUM INSURED
1.	KBT 914N	TOYOTA	HILUX	1,370,000.00
2.	KBU 051T	MITSUBISHI	PAJERO GLX	2,780,000.00
3.	KBR517U	FORD	RANGER	1,580,000.00
4.	KAY665V	TOYOTA COROLLA	ZRE151R	740,000.00
5.	KBJ687U	TOYOTA	HILLUX P/UP	1,070,000.00
6.	KBN254E	TOYOTA	HILUX	1,360,000.00
7.	KAW538Z	TOYOTA	HILUX	860,000.00
8.	KBR518U	FORD	RANGER	1,470,000.00
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13.	KDK063P	ISUZU	TFS86 D/C	5,020,000.00
14.	KDK062P	ISUZU	TFS86 D/C	5,050,000.00
15.	KDG493C	PROTON	X70	4,850,000.00
	SUM INSURED			46,120,000

#	POLICY CLASS	SUM INSURED
1	Fire and allied perils	612,124,498
2	Burglary	8,112,888.00
3	Computer electronics	8,501,903.00
4	All risks	36,025,550.00
5	Motor vehicle private-comprehensive	46,120,000.00
6	Public liability	5,000,000.00

Signature of Tenderer's authorized official _____

Date _____

Stamp:

FORM OF TENDER

To:

Date

PCPB

Tender No

Tender Name.....

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (*Insert numbers*)

..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide GPA,WIBA and asset covers under this tender in conformity with the said Tenderdocument 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.

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

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.

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.

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

Dated this day of ____2024

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of

**SELF DECLARATION THAT THE PERSON/CONSULTANT IS NOT DEBARRED
IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL
ACT 2015**

I,, of Post Office Box
being a resident of..... in the Republic of
..... do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing
Director/Principal Officer/Director of (insert
name of the Company) who is a Bidder in respect of Tender No.
for(insert Proposal title/description) for
.....(insert name of the Procuring entity)
and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred
from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge,
information and belief.

..... (Title)(Signature)

Bidder's Official Stamp

SELF DECLARATION THAT THE PERSON/CONSULTANT WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I,of P. O. Box..... being a resident of in the Republic ofdo hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for..... (insert Proposal title/description) or (insert name of the Procuringentity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of.....(insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of.....(name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject Proposal
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

..... (Title) (Signature)

Bidder's Official Stamp

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 county]*, 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]

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 general insurance covers 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 general insurance 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