



**COMMISSION ON REVENUE ALLOCATION**

**TENDER DOCUMENT  
FOR  
PROVISION OF GENERAL INSURANCE COVERS  
TENDER NO. CRA/PROC/OT/02/2022-2023**

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## **SECTION I: INVITATION TO TENDER**

Date: Tuesday 31st March 2023

**TENDER REF. NO.:**

**TENDER NAME: PROVISION OF GENERAL INSURANCE COVERS**

The Commission on Revenue Allocation (CRA) invites sealed tenders from eligible candidates for the **PROVISION OF GENERAL INSURANCE COVERS** for an initial period of two years renewable annually up to a maximum of three years subject to Satisfactory Performance.

Interested eligible candidates may obtain further information from and inspect the tender documents at the Commission on Revenue Allocation, 14 Riverside Drive Grosvenor Suite, 2nd Floor Commission's Offices (Procurement Department) during normal working hours.

A complete set of tender documents in English Language with full service specifications can be obtained from CRA offices second floor - Procurement office, upon payment of non-refundable fee of Kenya Shillings One Thousand (Kshs. 1,000.00)

However, the same can also be viewed and downloaded free of charge from the websites [www.cra.go.ke](http://www.cra.go.ke) or IFMIS Supplier Portal <http://supplier.treasury.go.ke>. Prices quoted should be net inclusive of all taxes and delivery costs, must be in Kenya Shillings and shall remain valid for a period of one hundred and twenty (120) days from the closing date of the tender.

Bidders who download documents from the website should register their tenders at CRA offices, Procurement Office during normal working hours **(8.00 to 5.00 P.M.)** before the submission date, to facilitate communication in case of a clarification.

Completed tender documents are to be enclosed in plain sealed envelopes clearly labelled "**PROVISION OF GENERAL INSURANCE COVERS**" and be deposited in the Tender Box at Commission on Revenue Allocation, 14 Riverside Drive, Grosvenor Suite, 2nd Floor reception or by post to the address below: -

**The Commission Secretary /CEO**

**Commission on Revenue Allocation**

**P. O. Box 1310 - 00100,**

**NAIROBI.**

So as to be received on or before ..... local time on .....

Tenders will be opened immediately after the deadline of tender submission in the presence of the candidates or their representatives who choose to attend at

***Commission on Revenue Allocation, 14 Riverside Drive Grosvenor Suite, 2nd Floor East Wing meeting room.***

Any additional information, addendums or clarifications in respect to this tender will be available in our CRA website: [www.cra.go.ke](http://www.cra.go.ke). All bidders are advised to regularly check the website during the bidding period. CRA reserves the right to accept any tender without giving reasons thereof and does not bind itself to accept the lowest or any tender. Canvassing for the tender by the Tenderer or by proxy shall lead to automatic disqualification of their tender.

**The Commission Secretary/CEO**

## **SECTION II: INSTRUCTION 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 CRA's employees, Commissioners 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 CRA 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 the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the CRA, 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.1000.
- 2.2.3 The CRA 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, a and addenda issued in accordance with clause 2.5 of these instructions to Tenderers.
  - i) Instructions to Tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of Insurance Cover
  - vi) Form of Tender
  - vii) Price Schedules
  - viii) Contract Form
  - ix) Confidential Business Questionnaire Form
  - x) Tender security Form
  - xi) Performance security Form
  - xii) Insurance Company's Authorization Form
  - xiii) Form CRA 1 – Professional Qualifications
  - xiv) Form CRA 2 – Client Reference Form

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 CRA by post, fax or by email at the CRA address indicated in the Invitation for tenders. The CRA will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the CRA. Written copies of the CRA 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 CRA 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 CRA, 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 CRA, 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 CRA, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
  - a. A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below



- b. Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c. Tender security furnished in accordance with paragraph 2.12 (if applicable)
- d. Declaration Form.

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

## **2.10 Tender Currencies**

- 2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11 Tenderers Eligibility and Qualifications**

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the Tenderers eligibility to tender and its qualifications to perform the contract if 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 the CRA's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price
- 2.12.3 The tender security is required to protect the CRA 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 of: -
  - 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 CRA 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.

The Tender Security maybe 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 rejects correction of an arithmetic error in the tender.

## **2.13 Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the CRA as non-responsive.
- 2.13.2 In exceptional circumstances, the CRA 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 initialled 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 initialled 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.

The inner and outer envelopes shall:

- a) Be addressed to the CRA 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 .....
- 2.15.2 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".
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the CRA 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 CRA at the address specified under paragraph 2.15.2 not later than .....

- 2.16.1 The CRA 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 CRA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.2 Bulky tenders which will not fit the tender box shall be received by the CRA 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 CRA 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 CRA will open all tenders in the presence of Tenderers' representatives who choose to attend, on 31st March 2023 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 CRA, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The CRA 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 CRA 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 CRA in the CRA'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 CRA 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 CRA 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 CRA 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 CRA'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 CRA 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 CRA will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided the Central Bank of Kenya.

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

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

2.22.2 The CRA'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

The CRA 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 CRA's required delivery time will be treated as non-responsive and rejected.

- b) b) Deviation in payment schedule

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 CRA may consider the alternative payment schedule offered by the selected tenderer.

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

## **2.23 Contacting the C.R.A the Procuring Entity**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the CRA 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 CRA 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 CRA 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 CRA 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 CRA 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 CRA 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.
  - e. Please see other key requirements for consideration of award (Special Conditions of Contracts)

## **2.26 CRA's Right to accept or Reject any or all Tenders**

- 2.26.1 The CRA 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 CRA's action. If the CRA determines that none of the tenders is responsive, the CRA shall notify each tenderer who submitted a tender.
- 2.26.2 The CRA shall give prompt notice of the termination to the Tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.27 Notification of Award**

- 2.27.1 Prior to the expiration of the period of tender validity, the CRA 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 CRA 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 CRA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

## **2.28 Signing of Contracts**

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

### SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Insurance services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT.

ITT Referenc	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
<b>A. General</b>	
ITT 1.1	The Tender reference number is CRA/PROC/OT/02/2022-2023 The Procuring Entity is: Commission on Revenue Allocation (CRA)
ITT 2.2	The Intended date commencing providing the Insurance Services is 29 <sup>th</sup> April 2023.  The insurance duration for each item will be one year or Maximum of three (3) years upon satisfactory performance.
<b>B. Contents of Tendering Document</b>	
ITT 7.1 8.1	i) The Tenderer will submit any request for clarifications in writing at the Address  Head of Procurement Commission on Revenue Allocation 14 Riverside Drive Grosvenor Building, 2nd Floor P.O. Box 1310-00200 Tel: +254 020 4298000 Nairobi, Kenya Email: procurement@cra.go.ke



	to reach the Procuring Entity not later than seven (3) days prior to the deadline for submission of tenders  ii)The Procuring Entity shall publish its response at the website: www.cra.go.ke
ITT 14.1	Alternative Tenders ["shall not be"] considered.
ITT 15.5	The prices quoted by the Tenderer "shall not "be subject to adjustment Performance of the Contract.
ITT 16.1	The currency of the Tender and the currency of payments shall be Kenya Shillings
ITT 19.1	The Tender validity period shall be 150 days.
ITT 20.1	[If a Tender Security shall be required, a Tender-Securing Declaration shall Required, and vice versa.]  A Tender Security "shall be" required.  A Tender-Securing Declaration "shall not be" required.  If a Tender Security shall be required, the amount and currency of the Tender Security shall be Kshs 100,000
ITT 21.1	In addition to the original of the Tender, the number of copies is: <b>One Copy</b>
ITT 21.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b>Power of Attorney.</b>
<b>D. Submission and Opening of Tenders</b>	
ITT 23.1	For Tender submission purposes only, the Procuring Entity's address is: Commission Secretary/CEO  Commission on Revenue Allocation  14 Riverside Drive  Grosvenor Building, 2nd Floor  P.O. Box 1310-00200  Tel: +254 020 4298000  Nairobi, Kenya
ITT 23.1	The deadline for Tender submission is:  <b>Friday 7<sup>th</sup> April 2023 at 12:00 noon local time</b>
ITT 26.1	The Tender opening shall take place at:

	<p>Commission on Revenue Allocation  14 Riverside Drive  Grosvenor Building, 2nd Floor  P.O. Box 1310-00200  Tel: +254 020 4298000  Nairobi, Kenya</p>
ITT 26.6	The Form of Tender and priced Schedule of requirements shall be initialed by bidder's representatives.
<b>E. Evaluation and Comparison of Tenders</b>	
ITT 33.2	The currency shall be Kenya Shillings and the source of exchange rate shall be usually the Central Bank of Kenya is the source.
ITT 34.2	Margin of preference shall be not allowed.
<b>F. Award of Contract</b>	
ITT 44.1	The negotiations will be held at Commission on Revenue Allocation
ITT 49.1	<p>The procedures for making a Procurement-related Complaint are available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email; <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a>.  If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:  For the attention: Commission Secretary/CEO  Procuring Entity: Commission on Revenue Allocation  Email address: <a href="mailto:info@cra.go.ke">info@cra.go.ke</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ul style="list-style-type: none"> <li>(i) The terms of the Tender Documents; and</li> <li>(ii) The Procuring Entity's decision to award the contract.</li> </ul>

## EVALUATION AND QUALIFICATION CRITERIA

### 1. General Provision

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a) For business turn over or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single contract-Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use the Standard Tender Evaluation Report for Goods and Works for evaluating Tenders.

## **2. Evaluation and contract award Criteria**

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

### **Stage One**

#### **(1)- Preliminary examination for Determination of Responsiveness**

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of “Part2– Procuring Entity's Insurance Requirements”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are incomplete. The Standard Tender Evaluation Report for Goods and Works for evaluating Tenders provide clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

**STAGE ONE (1) - PRELIMINARY EVALUATION CRITERIA**

Tenderers are required to meet the following MANDATORY REQUIREMENTS which will be used during Preliminary Examination to determine responsiveness

The tenderer shall either be responsive or non-responsive. Those that are responsive shall proceed to the next Technical Evaluation Stage

No	Requirements	Status
MR1	The underwriter must be registered to provide General insurance covers with the Insurance Regulatory Authority (IRA) for the current year.	Mandatory
MR2	Submit copy of Certificate of Registration/Incorporation from the Registrar of Companies for the underwriter.	Mandatory
MR3	Submit a Valid Tax Compliance Certificate from Kenya Revenue Authority for the underwriter.	Mandatory
MR4	Must submit copy of current CR 12 from the registrar of companies	Mandatory
MR5	The underwriter must submit membership certificate for the current year from the Association of Kenya Insurers (AKI).	Mandatory
MR6	Must Fill the Price Schedule in the format provided in the tender document.	Mandatory
MR7	Must Fill the Form of Tender in the format provided in the tender document	Mandatory
MR8	Must submit a duly filled up Confidential Business Questionnaire in format provided in the tender document.	Mandatory
MR9	Must Submit a Tender Security of Kshs. 100,000 valid for 150 days after date of tender opening	Mandatory
MR10	Claim settlement Declaration: Submit Declaration signed by the CEO/ Principal officer that the claims falling under these policies period shall be honored irrespective of date of reporting within the policy period.	Mandatory

MR12	Must have paid up capital of at least Kshs 600 million.	Mandatory
MR13	Must have done at least annual General insurance ( <b>non-Medical</b> ) premium of Kes 1.4 billion for each of the last two Years.	Mandatory
MR14	Must have done general insurance business for the last ten (10) years	Mandatory
MR15	Attach audited financial accounts for the last three years	Mandatory
MR16	Evidence of an installed ICT system that provide accurate and up to date information on the administration of the scheme.	Mandatory
MR17	The tender MUST be submitted in the required format and Serialized and paginated in each page of the bid. As prescribed in section 74.i of the PPADA, 2015.	Mandatory
MR18	Provide evidence of reinsurance approval from IRA for the current year 2023.	Mandatory
MR19	Provide current police clearance certificates for the principal officer and at least two other Directors.	Mandatory
MR20	All the tender forms as provided in the tender document.	Mandatory

## Stage two (2): -Technical Evaluation

Technical evaluation committee shall evaluate the technical aspect of the tender to Determine compliance with the Procuring entity's requirements under section V Schedule of Requirements' and whether the Tenders are substantially responsive to the technical specifications/Scope and other requirements.

Bidders shall be scored as per tabulation below: -

S/No	Requirements	Total Marks
TE1	<p><b>Operation as an Underwriter</b>            Must have continuously operated as insurance Company for the last Ten (10) years as evidenced by annual insurance certificates issued by IRA.            10 Years and above 10 mrks            Between 7-10 years 5 mrks            Below 5 years 1 mark  <b>(Provide evidence in form of IRA insurance certificates)</b></p>	10
TE2	<p><b>Previous Clients</b>            Submit letters of reference from five Corporate Clients which should include summary of services rendered (must be GENERAL INSURANCE/ASSETS Insurance), value of contracts of at least Kshs 10 million and contact person, address, and telephone numbers.  <b>(1 mark for each complete letter of award).</b>  <b>(1 mark for each client contract with a value of at least Kshs 10,000,000 for provision of satisfactory ASSETS/general Insurance)</b>            Reference checks shall be conducted</p>	10
TE3	<p>Must provide evidence of a minimum premium turnover of;  <b>a) Kshs 1.5B General insurance (nonmedical) for each of the last 3 years- @ 3 marks for each year</b>             (Below 1.5B prorated to 3 points each)            Evidenced by latest IRA report 2019/2020/2021</p>	9
TE4	<p><b>Team leader qualified as per the set criteria.</b>  <b>a) Relevant Postgraduate degree in business related studies (insurance, commerce, business administration, economics, e.t.c.) - 2 marks</b>  <b>b) Ten (10) years' experience - 2 marks</b>  <b>c) Relevant professional qualification e.g. IIK/ACCII Membership - 2 marks</b></p>	6

<b>TE5</b>	<p><b>Other Staff Members</b></p> <p>a) At least five other technical staff qualified as per the attached criteria (5 staff members) Five-year experience in Insurance sector <b>and</b></p> <p>b) Degree and Professional qualification in insurance e.g. IIK/ACCII Membership &amp; valid Certificate of good conduct. - staff member – 2 <b>mark for each staff</b></p> <p>Academic certificates and CV must be provided</p>	10
<b>TE6</b>	<p>Least period used to settle previous claims upon presentation of all required documents, e.g., discharge voucher (<b>attach evidence from 3 different clients</b>):</p> <p>③ Claims settled within 14 DAYS-<b>15 Marks</b>,</p> <p>③ Claims settled beyond 14 days but within 1 months-<b>10 marks</b></p> <p>③ Claims settled beyond 1 months – <b>4marks</b></p> <p>③ Claims settled beyond 3 month – <b>1 mark</b></p>	15
<b>TE7</b>	Bank letter for credit worthiness	10
<b>TE8</b>	<p>Provide detailed methodology on handling of the following.</p> <p>Claims Administration (<b>2.5 marks</b>)</p> <p>Underwriting Administration (<b>2.5 marks</b>)</p> <p>Dissemination of information (<b>2.5 marks</b>)</p> <p>Sample policy documents factoring all TOR's (<b>2.5marks</b>)</p>	10
<b>TE9</b>	At least five (5) letter of recommendations based on contracts that you have serviced in the last three years. Letters should clearly indicate the class of insurance serviced. <b>2 Marks</b> for each letter.	10
<b>TE10</b>	Evidence of Value Addition Services. Other concessions/Wider Coverage, e.g. Turnaround time better Extensions, limits and sub-limits	10

To be eligible for the Financial Evaluation, a bidder must score Seventy percent (70%) at the Technical Evaluation Stage.

CRA shall carry out due diligence before award of the tender

**Stage three (3) - FINANCIAL AND PRICE EVALUATION:**

The bidder who attains 70% and over in the Technical Evaluation and whose financial proposal is the lowest shall be awarded the tender to provide the General insurance cover.

**3. Tender Evaluation (ITT 35)**

**Price evaluation:** in addition to the criteria listed in ITT 35.2 (a)–(d) the following criteria shall apply:

i) **Alternative Completion Times**, if permitted under ITT 15.2, will be evaluated as follows:

.....

ii) **Alternative Technical Solutions** for specified parts of the Works, if permitted under ITT

15.3, will be evaluated as

follows:.....

iii) **Other Criteria**; if permitted under ITT 35.2 (e):

.....

**4. Multiple Contracts**

Multiple contracts will be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

**OPTION 1**

- i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.
- ii) If a tenderer wins more than one Lot, the tender will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

**OPTION 2**



The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

#### **5. Alternative Tenders (ITT 15.1)**

*An alternative if permitted under ITT 13.1 will be evaluated as follows:* The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2- Procuring Entity's requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

#### **6. Margin of Preference**

**Apply Margin of Preference**, if so allowed to all evaluated and accepted tender as follows.

6.1 If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).

6.2 Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractor's qualifies for a margin of preference.

6.3 After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens.

Responsive tenders shall be classified into the following groups:

- i) Group A: tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).
- ii) Group B: tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).

6.4 All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award. If a tender from Group

B is the lowest, an amount equal to the percentage indicated in Item 3.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group Band the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

**7. Post qualification and Contract ward (ITT 39), more specifically,**

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
  - i. The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings .
  - ii. Minimum average annual construction turnover of Kenya Shillings [insert amount], equivalent calculated as total certified payments received for contracts in progress and/or completed within the last [insert of year] years.
  - iii. At least (*insert number*) of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or subcontractor each of minimum value Kenya shillings equivalent.
  - iv. Contractor's Representative and Key Personnel, which are specified as \_\_\_\_\_  
—
  - v. Contractors' key equipment listed on the table "Contractor's Equipment" below and more Specifically listed as [*specify requirements for each lot as applicable*] \_\_\_\_\_

- vi. Other conditions depending on their seriousness.

**a) History of non-performing contracts:**

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non- performance of a contract did not occur because of the default of the Tenderer or the member of a JV in the last **FIVE YEARS**. The required information shall be furnished in the appropriate form.

**b) Pending Litigation**

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

**c) Litigation History**

There shall be no consistent history of court/arbitral award decisions against the Tenderer,

In the last **Three years** (*Specify years*). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the year's specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

## **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 Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- b) b. "The Services" means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the CRA under the Contract.
- c) "The CRA" means the organization procuring the services under this Contract
- d) "The Contractor" means the organization or firm providing the services under this Contract.
- e) "GCC" mean the General Conditions of Contract contained in this section
- f) "SCC" means the Special Conditions of Contract
- g) "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 Service Provider shall not, without the CRA'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 Service Provider shall not, without the CRA'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 CRA and shall be returned (all copies) to the

CRA on completion of the contract's or performance under the Contract if so required by the CRA.

### **3.5 Patent Rights**

3.5.1 The Service Provider shall indemnify the CRA 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 Before signing of the Contract, the successful tenderer shall furnish to the CRA 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 CRA 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 CRA and shall be in the form of:

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

3.6.4 The performance security will be discharged by the CRA and returned to the Candidate not later than thirty (30) days following the date of completion of the Service Provider's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7 Delivery of services and Documents**

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

### **3.8 Payment**

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

3.8.2 Payment shall be made promptly by the CRA, but in no case later than sixty (60) days after submission of an invoice or claim by the Contractor.

### **3.9 Prices**

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the CRA's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price.
- 3.9.4 Price variation requests shall be processed by the CRA 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 CRA's prior written consent.

### **3.11 Termination for Default**

- 3.11.1 The CRA 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 CRA.
  - b) If the Contractor fails to perform any other obligation(s) under the Contract.
  - c) If the Contractor in the judgment of the CRA has engaged in corrupt or fraudulent practices in competing for or in executing the contract.3.11.2 In the event the CRA 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 CRA for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.
  - d) If the Contractor fails to honour claims lawfully due.

e) If the Contractor loses credit facilities with major service providers.

### **3.12 Termination for Insolvency**

3.12.1 The CRA may at any time terminate the contract by giving written notice of three months to the Contractor if the firm 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 CRA.

### **3.13 Termination for Convenience**

3.13.1 The CRA 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 CRA's 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 CRA 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 CRA and the Contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract.

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15 Governing Language**

3.15.1 The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.16 Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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



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

The following shall serve as criteria for Tender Evaluation for both Insurance Company:

**The following documents are mandatory and must be submitted by the Tenderers, failure to which the tender will be treated by CRA as non-responsive and rejected.**

### **4.1 Conditions to be met by The Insurance Company**

- a) The underwriter must be registered to provide General insurance covers with the Insurance Regulatory Authority (IRA).
- b) Must submit copy of certificate of registration/Incorporation from the registrar of companies for the underwriter
- c) Must submit a valid tax compliance certificate from Kenya Revenue Authority
- d) Must have paid up capital of Kshs. 600million.
- e) Must have done annual gross premiums excluding medical insurance business in the previous year of more than 1.5 billion.
- f) Provide details of contracts underway or contractually committed; names and addresses of clients who may be contacted for further information on those contracts. (CRA reserves the right to confirm directly to these firms).
- g) Provide Audited Accounts for the last three years
- h) The firm must have been providing General Insurance business for the **last ten (10)** year.
- i) Must submit copies of the following documents;
  1. PIN Certificate
  2. Tax Compliance Certificate
  3. Certificate of Registration/Incorporation
  4. Copy of the CR12 form
  5. Proof of membership of the Association of Kenya Insurance (AKI)
  6. Copy of professional indemnity.
  7. Copy of business premises permit
- j) Tenders must be accompanied by a Tender Security of Kenya Shillings Three Hundred Thousand (**KES 100,000**) and must be valid for a period of **150 days** after submission deadline.
- k) The tender **MUST** be submitted in the required format and Serialized in each page of the bid. As prescribed in section 74.i of the PPADA, 2015.

- l) At least five (5) letter of recommendations based on contracts that you have serviced in the last three years.
- m) Must Fill the Price Schedule in the format provided in the tender document.
- n) Must Fill the Form of Tender in the format provided in the tender document
- o) Must submit a duly filled up Confidential Business Questionnaire in format provided in the tender document.
- p) Must Fill the Form of Tender in the format provided in the tender document
- q) The underwriter must submit a sample policy document for the proposed General Insurance classes

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

<b>Reference of general conditions of contract</b>	<b>Special condition of contract</b>
2.12 Tender Security (Bid Bond)	Tender security of Kshs. 100,000 Will be required valid for 150 days
3.6 Performance security	The successful bidder will furnish the CRA with a performance security equivalent to 5% of the bid price within 30 days of receipt of notification of award
3.7 Delivery of Services	The insurance duration for each item shall be one-year renewable to a Maximum of three (3) years.
3.8 Payment	Payment will be made as per the terms stated in the agreement.
3.9 Price adjustment	Prices will not be adjusted
3.16 Applicable law	The laws of Kenya shall apply
3.18 Notices	Addressed to The Commission Secretary/CEO, Commission on Revenue Allocation 14 Riverside Drive, 2 <sup>nd</sup> Floor, Grosvenor Suite P. O. Box 1310 - 00100, NAIROBI.
3.19 Due Diligence	The Commission may carry out due diligence in this process.



**SECTION V - SCHEDULE OF REQUIREMENTS**

1. The Commission on Revenue Allocation intends to procure General and Motor Vehicle covers for its Commissioners, Members of staff and assets.
2. For the purposes of the tenders, the scheme population is about 70 employees comprised of nine (9) Commissioners and CEO, Sixty-One (61) employees and 18 vehicles.
3. Tenderers intentions to bid for both or either tender shall be indicated by completion of the price schedule.

The cover consists of the following:

<b>ITEM NO.</b>	<b>CLASS OF INSURANCE</b>	<b>VALUE IN KSHS. (SUM TO BE INSURED (KSHS))</b>	<b>Details of the Cover</b>
<b>A: ASSETS</b>			
<b>1</b>	<b>Fire and perils</b>		
	Office furniture <i>e.g. tables cabinets, work stations, chairs, sofa sets</i>	<b>6,287,981</b>	Indemnity against fire, lighting, explosion, earthquake, storm, flood e.tc
	Partitions and fittings	<b>11,184,229</b>	Indemnity against fire, lighting, explosion, earthquake, storm, flood e.tc
	<b>Electronic Equipment</b> <i>e.g. computers, faxes, copiers, Printers, Telephones, PABX, etc . while at office premises</i>	<b>16,133,150</b>	Indemnity against fire, lighting, explosion, earthquake, storm, flood e.tc
	Office equipment	<b>7,141,130</b>	Indemnity against fire, lighting, explosion, earthquake, storm, flood e.tc
<b>2</b>	<b>Motor Contingent – to cover 18 Motor Vehicles</b> <i>17 privates (12 Prado's, 1 Fortuner, 1 Double cabin 3 saloon cars, 1 commercial (Van)</i>	<b>77,558,800</b>	Comprehensive cover
<b>3</b>	<b>Fidelity Guarantee</b> <i>(3 employees) – 12 months discovery period</i>	Limit of Kshs. 500,000 per person and a maximum of Kshs. 1,500,000 for any one period	Indemnity against loss of money and/or stock through fraud or dishonesty of Employees.

<b>ITEM NO.</b>	<b>CLASS OF INSURANCE</b>	<b>VALUE IN KSHS. (SUM TO BE INSURED (KSHS))</b>	<b>Details of the Cover</b>
4	<b>Public Liability</b>	<b>20,000,000/=</b>	Indemnity against Commission's legal
<b>B: OTHERS</b>			
5	<b>Burglary</b> <i>All Office equipment and ICT equipment</i>	<i>maximum expected loss</i> <b>20,000,000/=)</b>	Indemnity against loss, destruction, or damage
6	<b>ALL risk covers</b> <i>All portable Office equipment and ICT equipment (e.g laptops , Digital cameras , projectors)</i>	<b>9,321,025/=</b>	Loss outside office premises with authorized persons
7	<b>Cash/wages in Transit</b> <i>Until paid out</i>	<b>700,000/=</b>	Loss of cash
8	Estimated Annual Carry	<b>8,400,000/=</b>	Loss of cash
9	<b>Cash locked in safe/</b> strong rooms during business hour	<b>700,000/=</b>	Loss of cash
10	<b>Cash on premises</b> outside safe during business hours	<b>700,000/=</b>	Loss of cash

### Vehicles at CRA Headquarters

S/No	VEHICLE TYPES/MODEL	REGISTRATION NUMBER	VALUE 2023	VEHICLE CLASS
1.	Landcruiser Prado KDJ150R	GKA 841X	1,600,000	Private
2.	Landcruiser Prado KDJ150R	GKB 157A	2,500,000	Private
3.	Landcruiser Prado KDJ150R	GKB 041A	1,600,000	Private
4.	Landcruiser Prado KDJ150R	GKB 040A	2,500,000	Private
5.	Landcruiser Prado KDJ150R	GKA 843X	2,098,800	Private
6.	Landcruiser Prado KDJ150R	GKB 200A	1,400,000	Private
7.	Saloon/ Corolla ZRE152R	GKA 842x	800,000	Private
8.	Toyota Fortuner LAN50R	GKB 923C	1,300,000	Private
9.	Saloon/ Corolla ZRE152R	GKA 839X	800,000	Private
10.	Hilux D/CAB KUN25R	GKB 521M	2,300,000	Private
11.	Saloon/ Corolla ZRE152R	GKA 840X	790,000	Private
12.	Hiace KDH212	GKA 850X	1,950,000	Commercial
13.	Landcruiser Prado KDJ150R	GKB 083V	7,800,000	Private
14.	Landcruiser Prado KDJ150R	GKB 084V	7,800,000	Private
15.	Landcruiser Prado KDJ150R	GKB 139V	7,880,000	Private
16.	Landcruiser Prado KDJ150R	GKB 115Y	11,780,000	Private
17.	Landcruiser Prado KDJ150R	GKB 389Y	11,780,000	Private
18.	Landcruiser Prado KDJ150R	GKB 805V	9,580,000	Private

#### Notes:

The Commission may acquire additional motor vehicles during the one (1) year contract period and the vehicles shall be insured and covered under the same rates, terms and conditions of the existing contract. Cover for any other additional vehicle shall commence as may be instructed by the CRA.

The tenderer must disclose the percentage and minimum/Maximum amount charged on all classes of motor vehicles in cases where the employer is to blame.

- Premium payments shall be made per year

## DESCRIPTION OF SERVICES

### PRIVATE MOTOR VEHICLE COMPREHENSIVE INSURANCE COVER

POLICY	<b>Motor Vehicle Comprehensive Insurance</b>
PERIOD	One-year renewable to a maximum of three years upon satisfactory performance
SCOPE OF COVER	<b>Comprehensive cover:</b> Provides Indemnity to the insured for loss or damage to motor vehicles and its accessories and spare parts whilst thereon as well as third party liability occasioned by use of the vehicle.
INTEREST AND SUM	As per schedule annexed hereof
LIMITS OF LIABILITY	Third Party Persons - Unlimited Third Party Property - Kshs.10 million Passenger Liability Claims - Kshs.4 million per person, Towing Charges - Kshs.50,000/= Repair Radio Cassette - Replacement Value Windscreen - Kshs. – Replacement Value Provide a replacement vehicle in case of unavailability of insured vehicles and indicate conditions therein
EXCESS	The premium quoted must be inclusive of the excess protector
CANCELLATION NOTICE	Sixty (30) Days
EXTENSIVE CLAUSES	<ol style="list-style-type: none"> <li>1. Including Passenger Legal Liability</li> <li>2. Including Liability of passengers acts of negligence</li> <li>3. Including Strike, political violence, terrorism, riot and civil commotion</li> <li>4. Including Windscreen/window glass &amp; Side Mirrors damage clause</li> <li>5. Including Unspecified radio/cassette damage clause</li> <li>6. Including earthquakes, floods and all special perils</li> <li>7. Including unobtainable parts clause</li> <li>8. Including Personal effects Kshs. 100,000</li> </ol>

The cover should include among other benefits

1. Comprehensive with excess protector
2. Courtesy Car (Maximum of 30 days with 100,000 limit)
3. Road Rescue (Kenya Geographical Limit)

## **Section VI: STANDARD FORMS**

### **Notes on the standard Forms**

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.



## Form of Tender

Date: .....

Tender No.

To: COMMISSION SECRETARY/CEO  
Commission on Revenue Allocation  
P. O. Box 1310-00200  
NAIROBI

Gentlemen and/or Ladies: -

1. Having examined the Tender documents the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide **General Insurance** under this tender in conformity with the said Tender document for the sum of Kshs ..... [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.....2023

[Signature] [In the capacity of]

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

**Price Schedule Form**

No	DESCRIPTION OF INSURANCE	INDIVIDUAL RATES			COVER TYPES			TOTAL PREMIUM (Kshs.)
1.								
2.								
3.								
4.								

## Contract Form

THIS AGREEMENT made the ..... day of ..... 20.....

Between [name of Procurement entity] of..... [Country of Procurement entity] (Hereinafter called "the Procuring entity") of the one part and [name of tenderer] of..... [City and country of tenderer] (Hereinafter called "the tenderer") of the other part:

WHEREAS the Procuring entity invited tenders for the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of..... [Contract price in words and 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.....

### Confidential Business Questionnaire

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or

2(c), which ever applies to your type of business. You are advised that it is a serious offence to give false information on this Form.

**Part - General:**

Business Name .....

Location of business premises .....

Plot No.....

Street/Road.....Postal Address..... Tel. No.....Fax.....

Email .....

Nature of business.....

Registration Certificate No .....

Maximum value of business which you can handle at any one time  
Kshs.....

Name of your bankers..... Branch.....

**2(a) - Sole Proprietor:**

Your name in full.....Age.....

Nationality..... Country of origin.....

Citizenship details .....

**Party 2(b) - Partnership**

Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
1	.....	.....	.....	.....
2	.....	.....	.....	.....
3	.....	.....	.....	.....
4	.....	.....	.....	.....
5	.....	.....	.....	.....

**Part 2(c) -Registered Company**

Private or public.....

State the nominal and issued capital of the company -

Nominal Kshs.....

Issued Kshs .....

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1	.....	.....	.....	.....
2	.....	.....	.....	.....
3	.....	.....	.....	.....
4	.....	.....	.....	.....
5	.....	.....	.....	.....

Date ..... Signature of Tenderer .....

If a citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration

## 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 tender?

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

these presents. Sealed with the Common Seal of the said Bank this  
\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

THE CONDITIONS of this obligation are:-

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

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

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

.....

[Authorized Signatories and official stamp of the Bank]  
(Amend accordingly if provided by Insurance Company)

**SELF-DECLARATION FORM/ANTI-CORRUPTION  
DECLARATION**

We (insert the name of the company / supplier) -----  
declares and guarantees that no offer, gift or payment, consideration or benefit of any  
kind, which constitutes an illegal or corrupt practice, has been or will be made to  
anyone by our organization or agent, either directly or indirectly, as an inducement  
or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of CRA.
- c) The voiding of a contract by the procuring entity under subsection(b) does not limit any other legal remedy That CRA may have.

Name .....Signature..... Date .....

Company Seal / Business Stamp



**ANTI-FRAUDULENT PRACTICE DECLARATION**

We **(insert the name of the company / supplier)** -----  
declares and guarantees that no person in our organization has or will be  
involved in a fraudulent practice in any procurement proceeding.

Name .....Signature..... Date .....

Company Seal / Business Stamp

**NON - DEBARMENT DECLARATION**

We **(insert the name of the company / supplier)** -----  
-----

--declares and guarantees that no director or any person who has any  
controlling interest in our organization has been debarred from participating  
in a procurement proceeding.

Name .....Signature..... Date .....

Company Seal / Business Stamp

## LITIGATION AND ARBITRATION HISTORY FORM

Firms, including each of the partners of a joint venture, must provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a joint venture.

Firms not involved in any litigation or arbitration proceedings must declare.

Name of Firm or Partner of a joint venture
--

.....

Year	Award FOR or AGAINST Firm	Name of client, cause of litigation and matter in dispute	Disputed amount (current, value, Kshs.)

I certify that the above information is correct.

Name:

.....

.....

*Title*

.....

*Signature*

.....

*Date*

**PERFORMANCE SECURITY FORM**

[Name of procuring entity]

WHEREAS ..... [name of tenderer]

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No.

\_\_\_\_\_ [Reference number of the contract] dated \_\_\_\_\_ 20 \_\_

\_\_\_\_\_ to supply .....

[description of insurance services] (Hereinafter called "the Contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....

[amount of the guarantee in words and figures<sup>1</sup>] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of

.....[Amount of guarantee] as aforesaid, without needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

.....

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address/]

[Date]

(Amend accordingly if provided by Insurance Company)

**CRA 1 – PROFESSIONAL QUALIFICATIONS**

Officer's Name	Position Held	Professional Qualifications (list)	Date of Qualification	Education Qualification – Highest Only e.g. University Degree (specify)	Relevant Experience

**Signature.....**

**.....**

**Chief Executive Officer/ Principal**

**Date**

**CRA 2 – CLIENT REFERENCE FORM**

Name of Insurance Company .....

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

.....

.....

Insurance Policies handled

**Class of Insurance**

**Period of Cover**

Performance Evaluation

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

How do you rate the performance of the Insurance Company as per their responsiveness to the following:                      Excellent    Good    Average    Poor

- 1. Claims Handling/Settlement on turnaround time etc.
- 2. Underwriter responsiveness
- 3. General Customer Care

**Declaration**

**We Confirm that the above insurance company is currently engaged to handle our insurance policies and the total annual premium is Kshs.**

.....

Name of Authorized Signatory .....

Title.....

Signature

Date.....

Official Stamp of the Insured

Telephone Contacts.....