



KERIO VALLEY DEVELOPMENT AUTHORITY

KVDA/PQ/06/2019-2021

**PREQUALIFICATION FOR PROVISION OF GENERAL
INSURANCE AND MOTORVEHICLE COVER**

RECEIPT NO.....

TENDER REG. NO.....

CLOSING DATE 12TH ,NOVEMBER 2019 AT 10.00 AM

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SECTION A: INTRODUCTION

Dear Prospective Bidder,

1. Nature and Scope of the Tender for Tenderer
 - 1.1 KVDA intends to shortlist by way of prequalification, the services of competent Insurance Underwriting Firms;
 - 1.1.1 to be listed on its Panel for the period 29th October, 2019 to 12th November, 2021;
 - 1.1.2 to competitively tender for the Provision of Insurance Services for the period 29th October, 2019 to 12th November, 2021;
 - 1.1.3 By way of Submission of Financial Proposals after pre-qualification.
 - 1.2 The Scope of the Services to be provided are as detailed in Section V in this Prequalification Document.
 - 1.3 Insurance Underwriters Firms are advised to note and comply with the changes impacting on the Insurance Industry as contained in the 2019/2020 and 2020/2021 National Budgets.
2. The Objectives
 - 2.1 The selected Insurance underwriting Firms will be expected to offer timely solutions, up to date informed responses and recommendations to queries from KVDA.
 - 2.2 The prequalification and enlisting on KVDA's Panel shall not constitute a retainer and KVDA does not bind itself to request for provision of any Services post prequalification.
3. Professionalism and Experience
 - 3.1 The registered Insurance Underwriters should be adequately competent, possess substantial relevant experience and should be able to promptly offer the Services.
 - 3.2 The registered Insurance underwriters Firms shall at all times during the period of the engagement conduct themselves in a manner suited to the best interests of The Kerio Valley Development Authority.

- 3.3 The registered Insurance underwriters Firms should demonstrate the capability of conducting presentations and/or providing training to KVDA staff on relevant aspects of risk management of the portfolio.

4. The Evaluation and Selection Process

- 4.1 The Evaluation and Selection Process of this tender for prequalification shall be, at preliminary evaluation, a desk evaluation of all submitted bid documents in line with the evaluation criteria as set out in this Tender Document.
- 4.2 All Insurance underwriters Firms who participate in this Tender for prequalification shall be deemed to have consented to this Process.

5. Confirmation and Verification of Bid Documents

5.1 All firms are advised to:-

5.1.1 Follow and conform to the information contained in the prequalification Tender Document in preparing and submitting their bids;

5.1.2 Ensure that they officially verify the accuracy, authenticity and validity of any and all documentation, certification or information obtained from third parties e.g. Kenya Revenue Authority (KRA), Insurance Regulatory Authority (IRA), and Client References that they intend to submit to KVDA as part of their bids.

- 5.2 The bidders are also encouraged to demonstrate high degrees of integrity, fidelity to and honesty in the information supplied to KVDA as part of their bids. The information should be as clear and concise as possible.

- 5.3 KVDA advises bidders that any deviations from the contents of this paragraph may lead to the automatic disqualification of such bidder.

SECTION I - INVITATION TO TENDER

- 1.1 Interested eligible candidates may obtain further information from our website \ www.kvda.go.ke OR Supplies and Procurement Department, Kerio Valley \ Development Authority, P. O. Box 2660, Eldoret, Telephone No. 053 63361/3 – Ext. \ 250 during normal working hours. Those firms already providing the service to the \ Authority should also reapply for fresh PREQUALIFICATION
- 1.2 A complete set of prequalification documents may be obtained by interested candidates from KVDA website free of charge
- 1.3 **Completed prequalification documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box “A” at 13th Floor KVDA Plaza (Eldoret) or be addressed to:**
- The Managing Director
Kerio Valley Development Authority,
P. O. Box 2660 – 30100
ELDORET.
- So as to be received on or before Tuesday 12th November 2019 at 10.00 am**
- 1.4 **Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the KVDA Boardroom, 14th Floor, Kerio Valley Development Authority’s Plaza**

HSCMS
FOR: MANAGING DIRECTOR
KERIO VALLEY DEVELOPMENT AUTHORITY

SECTION III - INSTRUCTIONS TO TENDERERS (ITT)

3.1 Definitions

In this tender, unless the context or express provision otherwise requires:

- a) Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.
- b) “Date of Tender Document” shall begin with the first day and end on the last day of the month appearing on the cover page of the Tender Document.
- c) “Day” means calendar day and “month” means calendar month.
- d) “KEBS” wherever appearing means the Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits.
- e) “PPOA” wherever appearing means The Public Procurement Oversight Authority or its successor(s) and assign(s) where the context so admits.
- f) Reference to “the tender” or the “Tender Document” includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time.
- g) “The Procuring Entity” means The Kerio Valley Development Authority or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as KVDA).
- h) “The Tenderer” means the person(s) submitting its Tender for the provision of services in response to the Invitation to Tender.
- i) Where there are two or more persons included in the expression the “Tenderer”, any act or default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.
- j) Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.
- k) Words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “Tenderer” the covenants, agreements and obligations expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.
- l) Citizen contractors-a firm shall be qualified as a citizen contractor if its owners and shareholders are Kenyan citizens
- m) Local contractors- a firm shall be qualified as a local contractor if it is registered in Kenya.

3.2 Eligible Tenderers

3.2.1 This Invitation to Tender is open to all Tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful Tenderers shall provide the Services in accordance with this tender.

3.2.2 KVDA'S employees, committee members, board members and their relative (spouse and children) area not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

3.2.3 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 KVDA 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 to Tender.

3.2.4 Tenderers shall not be under declarations of ineligibility for corrupt, fraudulent practices and are not amongst persons mentioned in subparagraphs 3.2.2 and 3.2.3 Above.

3.2.5 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section IX.

3.2.6 Those that are under the declaration for corrupt and fraudulent practices whether currently or in the past shall not complete the form. They will submit a suitable form giving details, the nature and present status of their circumstances.

3.3 Joint Venture

3.3.1 Tenders submitted by a joint venture of two or more firms, as partners shall comply with the following requirements: -

- a) the Tender Form and in case of a successful subsequent tender, the Contract Agreement Form, shall be signed so as to be legally binding on all partners of the joint venture.
- b) one of the partners shall be nominated as being lead contractor, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners.

- c) The Power of Attorney which shall accompany the tender shall be granted by the authorized signatories of all the partners as follows: -
- (i.) for local bidders, before a Commissioner of Oaths or a Notary Public or Magistrate of the Kenyan Judiciary.
 - (ii.) for a foreign bidder, before a Notary Public, or the equivalent of a Notary Public, and in this regard the bidder shall provide satisfactory proof of such equivalence.
- d) The lead contractor shall be authorized to incur liability and receive instructions for and on behalf of any and all the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the lead contractor.

3.3.2 All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned in paragraph 3.3.1 (b) above as well as in the Form of Tender and the Contract Agreement Form (in case of the accepted subsequent tender).

3.3.3 A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

3.4 Contents of the Tender Document

3.4.1 The Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with paragraph 3.7 of these Instructions to Tenderers: -

- a) Introduction
- b) Invitation to Tender
- c) Tender Submission Checklist
- d) Instructions to Tenderers
- e) Appendix to Instructions to Tenderers
- f) Evaluation Criteria
- g) Premium Turnover (List of Corporate Accounts)
- h) Tender Form
- i) Confidential Business Questionnaire Form
- j) Declaration Form
- k) Draft Letter of Notification of prequalification

- l) Draft Letter of Notification of Regret
- m) The Details of Service
- n) An Operational Plan

3.4.2 The Tenderer is expected to examine all instructions, forms, provisions, terms and specifications in the Tender Document. Failure to furnish all information required by the Tender Document or to submit a tender not substantially responsive to the Tender Document in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.

3.4.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "Private and Confidential".

3.5 Clarification of Documents

A prospective Tenderer requiring any clarification of the Tender Document may notify the Supply Chain Manager in writing or by post at KVDA's address indicated in the Invitation to Tender. KVDA 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 Tenders, prescribed by KVDA. Written copies of KVDA's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers that have duly received the Tender Document.

3.6 Amendment of Documents

3.6.1 At any time prior to the deadline for submission of Tenders, KVDA, 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 amendment.

3.6.2 All prospective Tenderers that have received the tender documents will be notified of the amendment(s) (hereinafter referred to or otherwise known as addendum) in writing and will be binding on them.

3.6.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, KVDA, at its discretion, may extend the deadline for the submission of Tenders.

3.7 Language of Tender

The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender, exchanged between the Tenderer and KVDA, shall be written in English language, provided that any printed literature furnished by the Tenderer may be written in another language provided that 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. The English translation shall be on the Tenderer's letterhead and shall be signed by the duly authorized signatory signing the Tender and stamped with the Tenderer's stamp.

3.9 Documents Comprising the Tender

The Tender prepared and submitted by the Tenderers shall include but not be limited to all the following components: -

- a) Declaration Form and Tender Form completed in compliance with paragraphs 3.2 and 3.10.
- b) Documentary evidence established in accordance with paragraph 3.13 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
- c) Documentary evidence established in accordance with paragraph 3.14 that the services and any ancillary thereto to be provided by the Tenderer conform to the tender documents.
- d) Professional Indemnity Cover furnished in accordance with paragraph 3.15.
- e) A detailed list of previous customers as prescribed for similar services on tender and their contact addresses shall be submitted with the Tender for the purpose of reference, or for evaluation where the Evaluation Criteria so dictate.

3.10 Tender Form

The Tenderer shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the services to be performed, a brief description of the services, amongst other information required.

3.11 Tenderer's Eligibility and Qualifications

- 3.11.1 Pursuant to paragraph 3.2, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its Tender is accepted.
- 3.11.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KVDA's satisfaction;
- a) that the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide the documents as specified in the Appendix to Instructions to Tenderers including a current Tax Compliance Certificate issued by the relevant tax authorities;
 - b) that the Tenderer has the technical and production capability necessary to perform the contract;
 - c) that, in the case of a Tenderer not doing business within Kenya, the Tenderer is or will be (if awarded the contract) represented by an agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, spare parts and stocking obligations prescribed in the Conditions of Contract and or in the Details of Service;
 - d) that the Tenderer is duly registered and is a current member of a recognized body or institution accredited and or pertaining to that service.
- 3.11.3 The Tenderer will furnish KVDA with a copy of the accreditation or recognition certificate as applicable. KVDA reserves the right to subject the certificate to authentication.
- 3.11.4 Tenderers with a record of unsatisfactory or default in performance obligations in any contract shall not be considered for evaluation or award. For the avoidance of doubt, this shall include any Tenderer with unresolved case(s) in its obligations as stipulated in the Service Level Agreements (SLAs) for more than three (3) months in any contract or documented arbitrary rejection of claims or previous submission of a false security or bounced cheque (s) and including a consideration of any complaints made to the Industry Regulator which have been arbitrarily rejected despite the regulator's intervention.

3.12 Conformity of Services to Tender Documents

- 3.12.1 The Tenderer shall furnish, as part of its tender, documents establishing the conformity to the Tender Document of all services that the Tenderer proposes to perform under the contract.

3.12.2 The documentary evidence of conformity of the services to the Tender Document may be in the form of literature, drawings, and data, and shall (where applicable) consist of: -

- a) a detailed description of the essential technical and performance characteristics of the services whether in brochures, catalogues, drawings or otherwise,
- b) a list giving full particulars, including available source and current prices of spare parts, special tools and other incidental apparatus necessary for the proper and continuing performance of the services for a minimum period of two (2) years following commencement of the provision of the services to KVDA, and,
- c) duly completed Statement of Compliance to KVDA's Details of Service demonstrating substantial responsiveness of the service to those Details or, a statement of deviations and exceptions to the provisions of the Details of Service.

3.12.3 For purposes of the documentary and other evidence to be furnished pursuant to sub-paragraphs 3.12.1, 3.12.2 and paragraph 3.13, the Tenderer shall note that standards for workmanship, material, and equipment, designated by KVDA in its Details of Service are intended to be descriptive only and not restrictive. The Tenderer may adopt higher standards in its Tender, provided that it demonstrates to KVDA's satisfaction that the substitutions ensure substantial equivalence to those designated in the Details of Service.

3.13 Demonstration(s), Inspection(s) and Test(s)

3.13.1 Where required in the tender, all Tenderers shall demonstrate ability of performance of the required service in conformity with the Details of Services.

3.13.2 KVDA or its representative(s) shall have the right to inspect/ test the Tenderer's capacity, equipment, premises, and to confirm their conformity to the tender requirements. This shall include the quality management system. KVDA's representative(s) retained for these purposes shall provide appropriate identification at the time of such Inspection/test. Tenderers shall be notified of the intended inspection/confirmation visits at least two (2) hours before the actual visit.

3.13.3 KVDA shall meet its own costs of the inspection/ test. Where conducted on the premises of the Tenderer(s), all reasonable facilities and assistance,

including access to drawings and production data, shall be furnished to the inspectors at no charge to KVDA.

- 3.13.4 Demonstration, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests. This Report will be considered at time of evaluation and or confirmation for prequalification

3.14 Warranty

3.14.1 Where required in the Tender, all Tenderers must also provide a Warranty that warrants that the services to be provided under the contract are new, unused and or are of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender. The Warranty shall also warrant that the services in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use or application of the services under the conditions obtaining in Kenya.

3.14.2 The Warranty will remain valid for one (1) year after the services, or any part thereof as the case may be, have been used or provided or performed as indicated in the contract.

3.15 Professional Indemnity Cover

3.15.1 The Bidder shall furnish, as part of its Tender, a Professional Indemnity Cover (the PI Cover) of at least Kshs 200 million.

3.15.2 The PI Cover is required to demonstrate the Bidder's commitment and ability to perform the Services.

3.15.3 The PI Cover shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be issued by an insurance company located in Kenya.

3.15.4 The Cover, at the tender submission stage, shall be valid up to at least one hundred and fifty (150) days after the closing date of the tender.

3.15.5 KVDA shall seek authentication of the PI Cover from the issuing insurance company. It is the responsibility of the Bidder to sensitize its issuing insurance company on the need to respond directly and expeditiously to

queries from KVDA. The period for response shall not exceed five (5) days from the date of KVDA's query. Should there be no conclusive response by the insurance company within this period, such Bidder's PI Cover may be deemed as invalid and the bid rejected.

3.15.6 Any Tender not secured in accordance with this paragraph will be rejected by KVDA as non-responsive, pursuant to paragraph 3.31.

3.16 Validity of Tenders

3.16.1 Tenders shall remain valid for one hundred and fifty (150) days after the date of tender opening as specified in the Invitation to Tender or as otherwise may be prescribed by KVDA, pursuant to paragraph 3.20. A Tender that is valid for a shorter period shall be rejected by KVDA as nonresponsive.

3.16.2 In exceptional circumstances KVDA may extend the Tender validity period. The extension shall be made in writing. The Professional Indemnity Cover provided under paragraph 3.15 shall also be extended appropriately. A Tenderer shall not be required nor permitted to modify its tender during the extended period.

3.17 Number of Sets of and Tender Format

3.17.1 The Tenderer shall prepare three complete sets of its Tender, identifying and clearly marking the "ORIGINAL TENDER", "COPY 1 OF TENDER", and "COPY 2 OF TENDER" as appropriate. Each set shall be properly bound. The copies shall be a replica of the Original. Each copy will be deemed to contain the same information as the Original.

3.17.2 The Tender shall be bound and divided clearly in descending order as listed in the Tender Submission Checklist. The divisions are for clear identification and marking of the respective documents or information that are serially numbered in the Checklist.

3.17.3 The order and arrangement as indicated in the Tender Submission Checklist will be considered as the Tender Formats.

3.17.4 Any Tender not prepared and signed in accordance with this paragraph, in particular sub-paragraphs 3.17.1, 3.17.2 and 3.17.3 shall be rejected by KVDA as non-responsive, pursuant to paragraph 3.25.

3.18 Preparation and Signing of the Tender

3.18.1 The Original and all copies of the Tender shall be typed or written in indelible ink. They shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.

3.18.2 The authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person before any of the following persons:-

- a) For local Tenderers, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary;
- b) For foreign Tenderers, a Notary Public in the country of the Tenderer.

In either case above, the Power of Attorney shall accompany the Tender.

3.18.3 All pages of the Tender, including un-amended printed literature, shall be initialed by the person or persons signing the Tender and serially numbered.

3.18.3 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.

3.18.4 KVDA will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph.

3.18 Any Tender not prepared and signed in accordance with this paragraph may be rejected by KVDA as non-responsive, pursuant to paragraph 3.25.

3.19 Sealing and Outer Marking of Tenders

3.19.1 The Tenderer shall seal the Original and each Copy of the Tender in separate envelopes or packages, duly marking the envelopes or packages as "ORIGINAL", "COPY 1 OF TENDER" and "COPY 2 OF TENDER". The envelopes or packages shall then be sealed in outer envelopes or packages.

3.19.2 The inner and outer envelopes or packages shall:

- a) be addressed to KVDA at the address given in the Invitation to Tender;
- b) bear the tender number and name as per the Invitation to Tender and the words, "Do Not Open Before 22nd May, 2019 as specified in the Invitation to Tender.

3.19.3 All inner envelopes or packages shall also indicate the name and full physical, telephone, e-mail, facsimile and postal contacts of the Tenderer to enable the Tender to be returned unopened in circumstances necessitating such return including where Tenders are received late or procurement proceedings are terminated before tenders are opened.

3.19.4 If the envelopes or packages are not sealed and marked as required by this paragraph, KVDA will assume no responsibility whatsoever for the Tender's misplacement or premature opening. A tender opened prematurely for this cause will be rejected by KVDA and promptly returned to the Tenderer.

3.20 Deadline for Submission of Tenders

3.20.1 Tenders must be received by KVDA by the time and at the place specified in the Invitation to Tender.

3.20.2 KVDA may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.7, in which case all rights and obligations of KVDA and the Tenderer previously subject to the initial deadline, will therefore be subject to the deadline as extended.

3.21 Modification and Withdrawal of Tenders

3.21.1 The Tenderer may modify or withdraw its Tender after it has submitted it, provided that written notice of the modification, including substitution or withdrawal of the Tender is received by KVDA prior to the deadline prescribed for submission of tenders.

3.21.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraphs 3.17, 3.18 and 3.19. A withdrawal notice may also be sent by facsimile, electronic mail, cable or telex but followed by an original signed confirmation copy, postmarked no later than the deadline for submission of Tenders.

3.21.3 No Tender may be modified after the deadline for submission of Tenders.

3.21.4 No Tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period during which the Tender must remain valid. Any withdrawal of a Tender during this interval shall result in disqualification of the Tenderer.

3.22 Opening of Tenders

3.22.1 KVDA shall open all Tenders promptly after the tender closing date and time, at the location specified in the Invitation to Tender or as may otherwise be indicated.

3.22.2 The Tenderer's names, tender modifications or withdrawals, the number of sets of tender documents duly received and such other details as KVDA at its discretion, may consider appropriate, will be announced at the opening.

3.22.3 The Tenderers or their representatives may attend the opening and those present shall sign a register evidencing their attendance.

3.23 Process to be Confidential

3.23.1 After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising there-from shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until conclusion of that process.

3.23.2 Any effort by a Tenderer to influence KVDA or any of its staff members in the process of examination, evaluation and comparison of tenders and information or decisions concerning award of Contract may result in the rejection of the Tenderer's tender.

3.24 Clarification of Tenders and Contacting KVDA

3.24.1 To assist in the examination, evaluation and comparison of Tenders KVDA 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 substance of the Tender shall be sought, offered, or permitted.

- 3.24.2 The Tenderer is required to provide timely clarification or substantiation of the information that is essential for effective evaluation of its qualifications. It is the responsibility of the Tenderer to provide in writing the clarification or substantiation which should reach KVDA within five (5) days from the date of KVDA,s query. Such writing may include by electronic mail, facsimile or postal mail. Should there be no conclusive response within this period, it shall result in the Tenderer's disqualification.
- 3.24.3 Save as is provided in this paragraph and paragraph 3.23 above, no Tenderer shall contact KVDA on any matter related to its Tender, from the time of the tender openings to the time of pre-qualification.
- 3.24.4 Any effort by a Tenderer to influence KVDA in its decisions on tender evaluation, tender comparison, tender recommendation(s) or prequalification may result in the rejection of the Tenderer's Tender.

3.25 Preliminary Evaluation and Responsiveness

- 3.25.1 Prior to the detailed technical evaluation, KVDA will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that conforms to the requirements of Preliminary Evaluation. KVDA's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 3.25.2 KVDA will examine the Tenders to determine whether they conform to the Evaluation Criteria set out in Section IV- Evaluation Criteria.
- 3.25.3 Notwithstanding the contents of the foregoing sub-paragraphs, if a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by KVDA and cannot subsequently be made responsive by the Tenderer by correction of any non-conformity.
- 3.25.4 Details of records of previous unsatisfactory or default in performance obligations shall be considered at this point. For the avoidance of doubt, this shall include any Tenderer with unresolved case(s) in its obligations for more than two (2) months in any contract or documented arbitrary rejection of claims or previous submission of a false security or bounced cheque(s).

3.26 Minor Deviations, Errors or Oversights

3.26.1 KVDA may waive any minor deviation in a Tender that does not materially depart from the requirements of services set out in the Tender Document.

3.26.2 Such minor deviation –

3.26.2.1 shall be quantified to the extent possible,

3.26.2.2 shall be taken into account in the evaluation process, and, 3.26.2.3 shall be applied uniformly and consistently to all qualified Tenders duly received by KVDA.

3.26.3 KVDA may waive errors and oversights that can be corrected without affecting the substance of the Tender.

3.27 Technical Evaluation and Comparison of Tenders

3.27.1 KVDA will further evaluate and compare the Tenders that have been determined to be substantially responsive, in compliance to the Details of Services set out in the Tender Document and as per the prescribed Evaluation Criteria.

3.27.2 The Operational Plan is a critical aspect of the Tender. KVDA requires that the Services shall be performed at the time specified in the Details of Services. KVDA's evaluation of a tender will also take into account the Operational Plan proposed in the Tender. Tenderers offering to perform longer than KVDA's required delivery time will be treated as nonresponsive and rejected.

3.28 Preferences

In the evaluation of tenders, exclusive preference shall be given to citizen contractors where the amount of the tender as evaluated is below KShs. 50million in respect of services.

For purposes of this paragraph, the Tenderer shall submit with its Tender, a valid copy of Certificate of Confirmation of Directorships and Shareholding issued and signed by either the Registrar of Companies or Registrar of Business Names. This certificate must not be more than three (3) months old from the Date of the Tender Document. Kenya Power reserves the right to subject the certificate to authentication.

3.29 Tender Evaluation Period

The evaluation of tenders shall be within fifteen (15) days from the date of opening of the Tender.

3.30 Debarment of a Tenderer

A Tenderer who gives false information in the Tender 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.

3.31 Confirmation of Pre-qualification

3.31.1 KVDA may confirm to its satisfaction whether the Tenderer that is selected as having satisfied the Evaluation Criteria is qualified to perform the subsequent contract satisfactorily.

3.31.2 The confirmation will take into account the Tenderer's financial, technical, and performance capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 3.13 as well as confirmation of such other information as KVDA deems necessary and appropriate. This may include factory, office and other facilities inspection and audits.

3.31.3 An affirmative confirmation will be a prerequisite for pre-qualification of the Tenderer. A negative confirmation will result in rejection of the Tenderer's Tender.

3.32 Termination of Procurement Proceedings

3.32.1 KVDA may at any time terminate procurement proceedings before prequalification and shall not be liable to any person for the termination.

3.32.2 KVDA shall give prompt notice of the termination to the Tenderers, and, on request from any Tenderer, give its reasons for termination within fourteen (14) days of such request.

3.33 Notification of Pre-qualification

- 3.33.1 Prior to the expiration of the period of tender validity, KVDA shall notify the successful Tenderer in writing that its Tender has been accepted.
- 3.33.2 The notification of pre-qualification shall not constitute the formation of a contract until one is finally signed by both parties.
- 3.33.3 Simultaneously, and without prejudice to the contents of paragraph 3.24, on issuance of Notification of pre-qualification to the successful Tenderer, KVDA shall notify each unsuccessful Tenderer.
- 3.33.4 A notification of the tender outcome does not reduce the validity period for any Professional Indemnity Cover whether the Tenderer is successful or not, except where such Professional Indemnity Cover is officially released to the Tenderer and such Tenderer discharged of all their obligations to KVDA prior to the expiry of the validity period.

3.34 Corrupt or Fraudulent Practices

- 3.34.1 KVDA requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present Regulations, the following terms are defined as follows: -
- a) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - b) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KVDA, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish tender prices at artificial noncompetitive levels and to deprive KVDA of the benefits of free and open competition.
- 3.34.2 KVDA will reject a proposal for pre-qualification if it determines that the Tenderer recommended for pre-qualification has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 3.34.3 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 IV - EVALUATION CRITERIA

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

NO.	Particulars of Appendix to instructions to tenderers	Points score
PQ-1	a.Mandatory requirements	

	Licensed by the Insurance Regulatory Authority to transact Insurance cover Business.	
	valid tax compliance certificate	
	Certificate of confirmation of Directors and shareholdings (C.R 12)	
	Certificate of Registration under the companies Act (CAP 486)	
PQ-2	Duly completed Prequalification document	10
PQ-3	Premium turnover-List of corporate Accounts supporting declared premium turnover of at least Kshs.200 million per year for years 2018 and 2019	20
PQ-4	Bank Guarantee deposit with insurance regulatory Authority/Commission of insurance of Kshs.3 million	10
PQ-5	List of five (5) previous large corporate customers within the last three (3) years together with full contract and physical address.	20
PQ-6	Valid professional indemnity cover, minimum Shs.200 million and territorial limited within Kenya	20
PQ-7	Properly filled Confidential Business Questionnaire	5
PQ-8	Tender questionnaire	5
PQ-9	Litigation History	10
	TOTAL	100

Evaluation of duly submitted tenders will be conducted along the following stages: -

4.1 Part 1 - Preliminary Evaluation under Paragraph 3.25 of the ITT.
(Mandatory Requirements)

This is a desk evaluation and shall include confirmation of the following: -

4.1.1 Submission of Tender Form duly completed and signed by duly authorized person

- 4.1.2 Submission of Declaration Form(s) duly completed and signed by duly authorized person
- 4.1.3 Submission and consideration of the Confidential Business Questionnaire: -
 - (a) Is fully filled
 - (b) That details correspond to the related information in the bid
 - (c) That the bidder is not ineligible as per paragraph 3.2 of the ITT
- 4.1.4 Submission of Company Registration Certificate
- 4.1.5 Submission of Company PIN Certificate
- 4.1.6 Submission of valid Company Tax Compliance Certificate
- 4.1.7 Submission of the Certificate of Confirmation of Directors and Shareholding (C.R.12) or equivalent
- 4.1.8 Submission of Premium Turnover – List of Corporate Accounts in support of declared Premium Turnover of at least Kshs 250 million per year for years 2018 and 2019 supported by letters of award of contract
- 4.1.9 Submission of Bank Guarantee Deposit with Insurance Regulatory Authority/Commissioner of Insurance of Shs 3 million
- 4.1.10 Submission of a list of five (5) previous corporate customers within the last three (3) years together with full contacts and physical addresses
- 4.1.11 Submission of audited financial statements for years 2018 and 2019
- 4.1.12 Submission of valid Professional Indemnity Cover, minimum limit Kshs 200 million and territorial limit within Kenya
- 4.1.13 Submission of annual licenses of registration as an Insurance Under writer from the Insurance Regulatory Authority for the last seven (7) years i.e. Years 2013 to 2019
- 4.1.14 Submission of Membership Certificate with Association of Insurance for Year 2019
- 4.1.15 Submission of an Operational Plan
- 4.1.16 Composition and Qualifications of the Team proposed for the Assignment (The Team):

SECTION V - THE DETAILS OF SERVICES

The Details of Services describe the basic requirements for services. In addition to the information and documentation in the Tender Document regarding the technical aspects of this tender, all Tenderers shall comply with the following -

GENERAL REQUIREMENTS

1. Technical documentation shall be in English language. The specific services on offer shall be marked clearly for the services they intend to provide.
2. Detailed contact information including title, e-mail, telephone or any other form of acceptable communication of the certification or recognition and standards body used shall be provided.
3. Where Certificates and their Reports and are translated into English, all pages of the translations must be signed and stamped by the certifying authority.
4. Insurance Underwriter Firms are required to provide information on proper representative(s) including their names, telephone, facsimile, e-mail, physical and postal addresses, along with their offers.
5. The Insurance Underwriter Firm shall structure and obtain optimum policy covers from the Recommended Underwriters in accordance with the tenders submitted.
6. The Insurance Underwriter Firm shall remit to the Recommended Underwriter all premiums paid by the Procuring Entity in accordance with the provisions and requirements of the Insurance Act, Cap.481 and give the Procuring Entity written confirmation on the same within 7 days of remittance. Where premium payment is to be made in the name of the Insurance Underwriter Firm, the Insurance Underwriter Firm shall furnish the Procuring Entity with explicit authority from the Recommended Underwriter authorizing them to collect the premium on their behalf;
7. The Insurance Underwriter Firm shall analyze, review, scrutinize the Policy Document and any Endorsements there-in. Cover should be as specified in the Tender document and should not be restricted, by way of warranties or endorsements or special conditions, subsequent to award. Should this occur, KVDA shall call on the tender security.
8. If the entire policy document is found to be satisfactory, such document to shall be deposited with the Company Secretary not later than fifteen (15) days of inception of cover;
9. The Insurance Underwriter Firm shall ensure preparation of monthly claims bordereaux which must be submitted to the Procuring Entity by the 15th day of the following month;

- 10. The Insurance Underwriter Firm shall arrange quarterly meetings to review performance of the policy by 15th day of the beginning of the following quarter;
- 11. The Insurance Underwriter Firm shall ensure that the sums insured under the policy will be adjustable accordingly by suitable means at the discretion of the Procuring Entity from time to time;
- 12. The Insurance Underwriter Firm shall negotiate with the qualified Recommended Underwriter any other pertinent aspects of the policy that may arise during the term of the policy;
- 13. The Insurance Underwriter Firm shall carry out loss control surveys and make viable appropriate risk improvement recommendations, where applicable.
- 14. The Insurance Underwriter Firm shall ensure settlement of documented claims by the Recommended Underwriter within thirty (30) days upon full documentation.
- 15. The Insurance Underwriter Firm shall ensure that the Service Level Agreement between the Insurance Underwriter Firm and the Recommended Underwriter is submitted to KVDA within twenty-one (21) days of commencement of coverage.

PRE-QUALIFICATION DATA

- 1. Legal name of firm.....
 Post office address.....
 Street and Address.....
 City.....
 Country.....
 Telephone No..... Person to contact.....
 Title.....
- 2. Organization & Business Information.....
 Management Person.....
 Director.....

- General Manager.....
- Other.....
- Partnership (if applicable).....
- Names of Partners.....

- 3. Business founded or incorporated.....
- 4. Under present management since.....
- 5. Net worth equivalent Kshs.....

- 6. Enclose copy of the organization chart of the firm indicating the main fields of activities

SUPERVISORY PERSONNEL

- Name.....
- Age.....
- Academic Qualification.....
- Professional Qualification.....
- Length of service with contractor or supplier position held
- Supply or service experience
 - a) Name of Client/Customer.....
 - b) Character and nature of Contract.....
 - c) Contract value.....
 - d) Location of Contract.....
 - e) Period of Contract.....
 - f) Title and responsibility in Contract.....
-

g) Other.....

Proposed Technical Personnel

a)

b)

c)

d)

e)

f)

g)

Proposed position in this project if contract is awarded.....

.....

Brief statement of supply and service delivery method the supplier plans to use to execute the contract.....

FINANCIAL POSITION

Attached a copy of firm's two recent certified financial statements giving Summary of assets and current liabilities/or any other financial support.

PAST EXPERIENCE

NAMES OF THE APPLICANTS CLIENTS IN THE LAST TWO YEARS

NAMES OF APPLICANTS OTHER CLIENTS AND VALUES OF CONTRACT/ORDERS

- 1.
 - i) Name of client (Organization).....
 - ii) Address of Client (Organization).....
 - iii) Name of contact person at the client (Organization).....
 - iv) Telephone No. of Client.....
 - v) Value of contract.....
 - vi) Duration of contract (date).....

2. Name of 2nd client (Organization)

- (i) Name of client (Organization).....
- (ii) Address of client (Organization.....
- (iii) Name of contact person at the client (Organization.....

- (iv) Telephone No. of Client.....
 - (v) Value of contract.....
 - (vi) Duration of contract (Date).....
3. Name of 3rd Client (Organization
- i) Name of client (Organization).....
 - ii) Address of Client (Organization).....
 - iii) Telephone No. of Client.....
 - iv) Name of contact person at the client (Organization).....
 - v) Value of contract.....
 - vi) Duration of contract (Date).....
3. Others.....

SWORN STATEMENT

Having studied the pre-qualification information for the above project we/I hereby state:

- a. The information furnished in our application is accurate to the best of our knowledge.
- b. That in case of being pre-qualified we acknowledge that this grants us the right to participate in due time in the submission of a tender or quotation on the basis of provisions in the tender or quotation documents to follow.
- c. When the call for Tenders/Quotations is issued the legal technical or financial conditions or the contractual capacity of the firm changes we come ourselves to inform you and acknowledge your right to review the pre-qualification made.
- d. We enclose all the required documents and information required for the pre-qualification evaluation.

Date.....

Applicant's Name.....

Address.....

Tel. No.....

Represented by.....

Signature.....

(Full name and designation of the person signing and stamp or seal)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in part 1 and either part 2 (a) 2 (b) or 2 (c) whichever applies in your type of business.

You are advised that it is a serious offence to give false information on this Form

PART 1 GENERAL

Business Name.....

Location of Business premises.....

Plot No.....Street/Road.....

Postal Address.....Tel No.....Mobile No.....

Nature of business.....

Current Trade License No.....Expiring date.....

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

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

Functioning e-mail address(es).....

PART 2 (A) – Sole Proprietor

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

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

Citizenship details.....

Part 2 (b) – Partnership:

Name Nationality citizenship Details Shares

- 1
- 2
- 3
- 4
- 5

Part 2 (c) - Registered Company

Private or Public

State the nominal and issue 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 & Stamp of Tenderer.....

If Kenyan Citizen indicate under Citizenship Details whether by Birth, naturalization or Registration

GPK(L)

TENDER QUESTIONNAIRE

Please fill in block letters

1. Full names of tenderer

.....
.....

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)

.....
.....

3. Telephone numbers of tenderer

.....
.....

4. Fax number of tenderer

.....
.....

5. Name of tenderers representative to be contacted on matters of the tender during the tender period.

.....
.....

6. Details of tenderers nominated agent (if any) to receive tender notices. This is essential if the Tenderer does not have his registered address in Kenya (name, address, telephone and fax)

.....
.....
.....

Signature and stamp/seal of tenderer

