

COUNTY GOVERNMENT OF BUSIA



BUSIA COUNTY ASSEMBLY SERVICE BOARD

**OFFICE OF THE CLERK OF THE COUNTY ASSEMBLY
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TENDER

DOCUMENT

FOR

**PROVISION OF HOTEL, ACCOMODATION AND
CONFERENCE FACILITIES.**

FRAMEWORK AGREEMENT

**TENDER NO.BSA/CA/12/2018/2020
FINANCIAL YEAR 2019/2020**

TENDER SUBMISSION DEADLINE: Wednesday 31ST JULY 2019 AT 10:00 AM

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INTRODUCTION

This standard tender document for procurement of insurance services has been prepared for use by public entities in Kenya in the procurement of all types of insurance covers as per the Public Procurement and Disposal Act 2005.

The following general directions should be observed when using the document;

- (a) Specific details should be furnished in the invitation to tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
 - (b) The instructions to tenderers and the General conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and appendix to instructions to tenderers respectively.
- (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.
- (c) The invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following an invitation for expression of interest for which the invitation is issued.

SECTION I INVITATION TO TENDER

DATE: 15TH JULY 2019

TENDER REF NO: BSA/CA/13/2018/2020

TENDER NAME: PROVISION OF HOTEL, ACCOMODATION AND CONFERENCE FACILITIES

The **County Assembly of Busia Service Board** invites sealed bids from eligible candidates for provision of general insurance services.

Interested eligible candidates may obtain further information from and inspect the tender documents at procurement department, County Assembly of Busia, Busia off-Kisumu- Kampala road during normal working hours.

A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of Kshs1000 shillings in cash payable to cash office county assembly of Busia. Alternatively, interested and eligible tenderers may download the tender document(s) **FREE OF CHARGE** from County Assembly website www.busiaassembly.go.ke or the **National Treasury's IFMIS PORTAL: www.supplier.treasurv.go.ke**. Bidders who download the documents are required to forward their particulars to the Procurement Office for records and for the purposes of receiving any further tender clarifications and/or addendums where applicable

Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box located next to customer care desk at the County Assembly of Busia office or be addressed to

**The Clerk,
County Assembly of Busia,
P.O.Box 1018-50400
Busia Kenya**

So as to be received on or before **Wednesday 31st July 2019 at 12:00 AM.**

Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (60) days from the closing date of the tender.

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **the County Assembly Premises**

FOR
ACCOUNTING OFFICER

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

Eligible Tenderers

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.

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

Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process

The price to be charged for the tender document shall not exceed Kshs5,000/=

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

Contents of Tender Document

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

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements

- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vi) Price Schedules
- (vii) Contract Form
- (viii) Confidential Business Questionnaire Form
- (ix) Tender security Form
- (x) Performance security Form
- (xi) Insurance Company's Authorization Form
- (xii) Declaration Form
- (xiii) Request for Review 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.

Clarification of Tender Documents

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

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

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

Amendment of Tender Documents

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

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.

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

Language of Tenders

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

Documents Comprising the Tender

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.

Form of Tender

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

Tender Prices

The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

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

Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

Tenderers Eligibility and Qualifications

Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

Tender Security

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.

The tender security shall not exceed 2 per cent of the tender price.

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

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

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

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

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

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 may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.

- (c) If the tenderer reject correction of an arithmetic error in the tender.

Validity of Tenders

Tenders shall remain valid for 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

Format and Signing of Tenders

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.

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.

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.

Sealing and Marking of Tenders

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 Procuring entity at the address given in the Invitation to Tender.
- (b) bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE **Wednesday 31st July 2019 at 10:00 AM**". The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Wednesday 31st July 2019 at 10:00 AM.**

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

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

Modification and Withdrawal of Tenders

The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

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.

No tender may be modified after the deadline for submission of tenders.

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.

Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Wednesday 31st July 2019 at 10:00 AM.** in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the

Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

Clarification of Tenders

To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

Preliminary Examination and Responsiveness

The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

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

The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the

Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

Conversion to single currency

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

Evaluation and Comparison of Tenders

The Procuring entity will evaluate and compare the tenders which have been determined to be

substantially responsive, pursuant to paragraph 2.20

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

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract 2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a) Operational Plan

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

(b) Deviation in payment schedule

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

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

Contacting the Procuring entity

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

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

Post-qualification

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

satisfactorily.

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

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

Award Criteria

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

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.

The Procuring entity will award service providers from 8 different zones/counties:

- a) Nairobi- 1 Facility
- b) Naivasha- 1 Facility
- c) Kisumu- 4 Facilities
- d) Mombasa- 1 Facility
- e) Kakamega- 1 Facility
- f) Bungoma- 1 Facility
- g) Eldoret- 1 Facility
- h) Busia- 5 Facilities

Procuring entity's Right to accept or Reject any or all Tenders

The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the

affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

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.

Notification of Award

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

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

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

Signing of Contract

At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

The contract will be definitive upon its signature by the two parties.

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.

Performance Security

The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture

of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

Corrupt or Fraudulent Practices

The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

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.

INSTRUCTION TO TENDER REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1 Eligible Tenderers	Open to all eligible bidders
2.12 Tender Security	The tender security will be in form of a bank guarantee based on 2% of the tender sum quoted or bid bond of similar amounts from insurance company approved by PPOA.

2.15.2 (b)Closing date	Tender closing date shall be Wednesday 31st July 2019 at 10:00 AM.
2.16.1	As 2.15.2(b) Above

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

Application

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of the contract.

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4. Use of Contract Documents and Information

The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the

contractor in the performance of the Contract.

The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

Performance Security

Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC

The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

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

The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the

Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

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

3.8. Payment

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

3.82. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

3.9. Prices

Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

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

3.10. Assignment

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

3.11. Termination for Default

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contractor in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

Termination for Insolvency

The Procuring entity may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

Termination for Convenience

The Procuring entity by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

Resolution of Disputes

The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

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.

Governing Language

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.

Applicable Law

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

Force Majeure

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

Notices

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.

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

SECTION IV – CONDITIONS OF CONTRACT

MANDATORY CONDITIONS FOR ALL BIDDERS

Valid Tax Compliance Certificate/Exemption Certificate.

Audited financial statements and auditor's report for the last 3 years signed and stamped by a practicing Certified Public Accountant CPA (K)

Single Business Permit for current year.

Bank statements for the last 12 months ending **30th May 2019.**

Valid Pin Certificate.

Valid Business registration certificate/Certificate of incorporation.

Company Profile

NSSF compliance certificate

NHIF certificate.

Tender form should be duly filled or typed, signed and stamped.

Duly filled or typed on own letter head, signed and stamped confidential questionnaire.

Duly filled, signed and stamped declaration form.

4.1.14 Tender document must be Serialized/numbered (Printed Not Hand Written)

SPECIAL CONDITIONS OF CONTRACT

Evidence in form of recommendation letters, letters of award or Local Service Orders (LSOs) from 5 major clients for the last 3 years.

A copy of authorization letter to the bank allowing the Procuring Entity to seek financial information of the bidder.

CRITERIA OF EVALUATION: HOTEL, ACCOMODATION AND CONFERENCE FACILITIES – 2019/2020

The process of evaluation and comparison of tenders will be merit point system, and shall be as follows: -

Confirmation of compliance with mandatory requirements: Bidders who fail to comply with any of the mandatory requirements shall be treated as non-responsive and rejected at this stage. Bidders must meet all responsiveness requirements to qualify for technical evaluation

Technical Evaluation: Bidders who were responsive under the mandatory evaluation criteria shall be

evaluated as per the Technical Evaluation Criteria set out in the table below. Bidders are required to score at least 70% to qualify for further evaluation under the Commercial Evaluation Criteria.

Scoring criteria for **financial aspects** will be based on a ranked basis. The bidder quoting the lowest total premiums having attained 70% technical score shall be ranked first and a score awarded relative to the other bidders' price quotations.

The award criteria shall incorporate all the scored attributes to determine the bidder who emerges with the

	MANDATORY REQUIREMENTS	YES/NO
A	Submit a valid Tax compliance Certificate/Exemption Certificate.	
B	Submit Audited financial statements and auditor's report for the last 3 years signed and stamped by a practicing Certified Public Accountant CPA (K)	
C	Submit Single Business Permit for the current year.	
D	Bank statements for the last 12 months ending 30 th May 2019.	
E	Submit a valid Pin Certificate.	
F	Submit Valid Business registration certificate/Certificate of incorporation.	
G	Company Profile	
H	NSSF Compliance Certificate	
I	NHIF Certificate	
J	CONFIDENTIAL BUSINESS QUESTIONNAIRE Confidential business questionnaire duly filled and signed.	
K	DECLARATION AND COMPANY STAMP Form of Tender duly filled, signed and stamped The form of tender shall only be binding if it is duly filled, signed and stamped	
L	Tender document must be serialized/numbered(Printed not Handwritten)	
M	Duly filled, signed and stamped declaration form.	

	TECHNICAL EVALUATION (Documentary evidence MUST be provided for each requirement)	MAXIMUM POINTS
A	MANPOWER AND EXPERTISE Attach relevant qualification (CVs and Certificates) of 5 key employees(4 marks each)	20
B	Indicate similar assignments with 5 firms in the last 3 years(provide evidence in form of recommendation letters, letters of award and Local Service Orders (LSOs) (5 marks for each set of evidence i.e recommendation letter,letter of award and Local Service Order per entity is 1)	25
C	Company profile, including printed brochures and product catalogues relevant to the goods/services being procured.	10
D	Environmental compliance certificate,Accreditations,Markings/Labels and other evidences of the bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact.Quality certificate (Star rating accredited by relevant bodies)and/or other similar certificates, accreditations, awards and citations received by the bidder if any.	5
E	AVAILABILTY OF CONFERENCE ROOMS 80 pax Capacity Hall (10 marks) 10-20 Pax Capacity(2 marks each,maximum of 10 rooms) (Bidder to indicate size in square metres of conference rooms)	30
F	AVAILABILITY OF SECURE PARKING FOR VEHICLES Over 60 Vehicles(10 marks) 50-60 Vehicles (7 marks) Below 50 Vehicles(5 marks)	10
	TOTAL SCORE	100

A bidder MUST attain at least **70 Marks** in the Technical Evaluation to be considered for the Financial Evaluation.

Only those bids that will have met the minimum technical requirements will be considered for the Financial Evaluation.

The formulae for determining the Financial Score (Sf) shall be as follows:

$Sf = 100 \times Fm/F$ where Sf is the financial score; Fm is the lowest priced financial and F is the price under consideration.

Weighted Technical and financial score

Evaluation will be ranked according to their combined weighted technical (*St*) and financial (*Sf*) scores using the weights (*T = 0.80*, is the weight given to the Technical score; *P = 0.20*, is the weight given to the Financial score; and *T + P = 1*

The combined weighted technical and financial score, S, is calculated as follows:

$$S = (St \times T) + (Sf \times P)$$

Where **St** is the Marks obtained in the technical score example 75 or 80 etc and

Sf = 100 x Fm/F where Sf is the financial score; Fm is the lowest priced financial and F is the price score under consideration.

Recommendation for award

The firm achieving the highest combined weighted technical and financial score, will be recommended for award of the tender.

(b) Award Criteria

The Procuring entity will award the contract to the successful tenderer(s) as determined above, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

SECTION V - SCHEDULE OF REQUIREMENTS

Bidders are supposed to quote against the under listed options and provide the requested information which will form part of evaluation of tender.

1. CONFERENCE ROOM AND FACILITIES

S/N	MEETING PACKAGE	PRICE PER PARTICIPANT IN KSHS.(NET RATES WITHOUT TAX)	PRICE PER PARTICIPANT IN KSHS.(NET RATES WITH TAX)
1.	Half day meeting with provision of 1 coffee/tea break(morning half 8:00-12:00 hours, or Afternoon half 13:00-17:00 hours)		
2.	Half day meeting with provision of 1 coffee/tea break and 1 lunch break (morning half 8:00-12:00 hours, or Afternoon half 13:00-17:00 hours)		
3.	Full day meeting with provision of 1 lunch and 2 coffee breaks(8:00-17:00 hours)		

2. ACCOMODATION

DESCRIPTION		PRICE PER PARTICIPANT IN KSHS.(NET RATES WITHOUT TAX)	PRICE PER PARTICIPANT IN KSHS.(NET RATES WITH TAX)
Standard	Single		
	Double		
Superior	Single		
	Double		
Deluxe	Single		
Executive Floor	Single		
	Double		
Junior Suite	Single		
	Double		
Executive Suite	Single		
	Double		
Extra Bed	Single		
	Double		

3. FOOD AND BEVERAGES

DESCRIPTION	PRICE PER PARTICIPANT IN KSHS.(NET RATES WITHOUT TAX)	PRICE PER PARTICIPANT IN KSHS.(NET RATES WITH TAX)
Breakfast (Buffet)		
Cocktail reception including free flow of soft drinks		
Dinner(Buffet)		

4. HIRE OF COMPUTERS, AUDIO /VISUAL AND OTHER EQUIPMENT.

ITEM	PRICE IN KSHS WITHOUT TAX	PRICE IN KSHS WITH TAX)
Computer Notebook (I unit 1 day)		
Computer Desktop(1 unit 1 day)		
LCD Projector		
Scanner		

5. OTHER SEREVICES

DESCRIPTION	PRICE IN KSHS WITHOUT TAX)	PRICE IN KSHS. WITH TAX)
Hall Hire (Per day)		
Photocopying charges(Per page)		
Printing Charges(Per page)		
Scanning charges(Per page)		
Fax Charges (Per page)		
Transfer to/from airport per trip		

Note: Tables 3, 4 and 5 are supplementary requirements.

Signature of Bidder

Authorized Representative's name (in print)

Title

Company/Hotel's Name

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.

7. Declaration form

The declaration form must be completed by the tenderer and submitted with the tender documents. It must also be signed by duly authorized representatives of the tenderer

Form of Tender

Date

TO.....

.....

TENDER

NO.....

..... TENDER NAME

.....

.....

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of

.....

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 _____ 2018

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

Must be filled by all applicants or Tenderers' who wish to participate in this tender.

Name of Applicant(s).....

You are requested to give the particulars indicated in part 1 and either part 2(a), 2(b) or 2(c) whichever applies to your type of business. Part 2(d) to 2(i/j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification of your tender or termination of your contract or debarment of your firm at your cost.

Part 1: General

Business Name

Location of Business premises

Physical Address.....

Town.....

Building.....

Floor.....

Street/Road.....

Plot No.

Postal Address

Postal Code.....

Fax No.....

Email address.....

Contact Person(Full Names).....

Mobile No.....

Power of Attorney (Yes/No).....

If Yes, Attach Written Document

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

Current trade License..... Expiring date

KRA Pin No.....

Value of the largest single assignment you have undertaken to date(Ksh).....

Was this successfully undertaken?

Yes/No.....

(If Yes attach reference)

Name of your bankers Branch

Part 2(a) – Sole Proprietor

Your name in full Age

Nationality Country of Origin

Citizenship details

Part 2 (b) Partnership

Give details of partners as follows:

Name	Nationality	Citizenship details	No. of Shar
-------------	--------------------	----------------------------	--------------------

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 Share

1.

2.

3.

4.

5.

Part 2 (d) – Debarment

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

Full Names

.....

Signature.....

Dated thisday of2019.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Bankruptcy / Insolvency / receivership.

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names.....

Signature.....

Dated thisday of2019.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of

Part 2 (f) – Criminal Offence

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

a)

b)

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

Signed

For and on behalf of M/s

.....

In the capacity of

Dated thisday of2019.

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (g) – Conflict of Interest

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

a)

b)

For and on behalf of M/s

In the capacity of

Dated thisday of2015

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (h) – Interest in the Firm:

Is there any person/persons in County Assembly of Busia or any other public institution who has interest in the Firm?
Yes/No

.....

(Title) (Signature) (Date)

Part 2(i) – Experience:

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials in **the years prescribed** and attach evidence of recommendation letters, local service order or letters of award to show past experience.

	Company Name	Country	Contract / Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							
3							
4							

Part 2(j) – Manpower and Expertise

Attach company profile.

Part 2 (i or j) – Bank account details:

AGPO firms must provide evidence from their bank that the account to which County Assembly of Busia shall make payment has a youth or a woman or a PWD listed in the **CR12 form/partnership deed/sole proprietor certificate** as a MANDATORY signatory of that account,- **Sec.157 (11) of PPADA:**

Account No:.....**Name of the person(s) in the CR12 form OR in the partnership deed OR in the sole proprietor certificate**...../.....
ID No(s):...../.....**Signature and stamp of the authorized Banker Representative**.....**Date**.....

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)

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

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

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

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

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

This guarantee is valid until the _____ day of _____ 20 _____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated
the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax
No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to
review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED

DECLARATION FORM

Date _____

To _____

The tenderer i.e. (name and address)

declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)