

REPUBLIC OF KENYA



Tender Document
For

TENDER NO. -2022/2023

**TENDER NAME: – PROVISION OF GLA
INSURANCE COVER FOR MCA'S,
SPEAKER AND BOARDMEMBERS**

FINANCIAL YEAR 2022/2023

COUNTY ASSEMBLY OF KWALE

P. O. Box 231 - 80403

KWALE

CLOSING DATE: MONDAY 26TH SEPTEMBER 2022

TIME: 10.00 A.M (EAST AFRICAN TIME)

E-mail: info@kwaleassembly.go.ke
www.tenders.go.ke

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SECTION I

INVITATION TO TENDER

31ST AUGUST , 2022

TENDER NO. - PROVISION FOR GLA INSURANCE COVER FOR MCA'S, SPEAKER AND BOARD MEMBERS (UNDERWRITERS ONLY).

The County Assembly of kwale (CAK) also referred to as Procuring Entity invites sealed tenders from eligible candidates for the Provision of MCA'S, SPEAKER & BOARD MEMBERS group life Insurance Cover. The contract will be for a period of ONE-year subject to annual Satisfactory Performance review.

The document may be **viewed and downloaded from** <https://tenders.go.ke/> OR supplier.treasury.go.ke for free.

NOTE. ALL TENDERS SHOULD BE SUBMITTED ONLINE VIA THE IFMIS SUPPLIER PORTAL AT supplier.treasury.go.ke

Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for 150 days.

Tenders must be accompanied by a tender Security of 2% of the total amount quoted **in** form of a guarantee from a reputable bank or an insurance company approved by PPOA payable to CAK.

**The Clerk
County Assembly of Kwale,**

P. O. Box 231 - 80403

Kwale

**Ag Clerk
COUNTY ASSEMBLY OF KWALE**

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2. CAK employees, committee members, board members and their relatives (spouse and children) are not eligible to participate.

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

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

2.2 Cost of tendering

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

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Performance security form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify CAK entity in writing or by post or email at the entity's address indicated in the Invitation for tenders. CAK will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by CAK. Written copies of CAK response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2. CAK shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, CAK, 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 an addendum.

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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 Clause 2.11 that the tenderer is eligible to Tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

2.9.6 Price variation requests shall be processed by CAK within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to CAK satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

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

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

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by CAK as non-responsive, pursuant to paragraph 2.20

2.12.6 Unsuccessful tenderers security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by CAK.

2.12.7 The successful tenderers tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.37.

2.12.8 The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by CAK on the Tender Form; or
- (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 2.26. **or**
 - (ii) To furnish performance security in accordance with paragraph 2.27.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by CAK, pursuant to

paragraph 2.18. A tender valid for a shorter period shall be rejected by CAK as nonresponsive.

2.13.2 In exceptional circumstances, CAK 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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare one copy of the tender, clearly marked "ORIGINAL TENDER" as appropriate.

2.14.2 The original 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 unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original of the tender in an envelope, duly marking the envelope as "ORIGINAL" The envelope shall:

- (a) Be addressed to CAK 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 10:00. A.M on MONDAY 26TH SEPTEMBER 2022."

2.15.2 The envelope shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.3 If the envelope is not sealed and marked as required by paragraph 2.15.1, CAK will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by CAK at the address specified in the appendix to instructions to tenderers no later than 10:00. A.M on MONDAY 26TH SEPTEMBER 2022..

2.16.2 CAK may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of CAK

and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17 Modification and withdrawal of tenders

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

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.

2.17.5 CAK may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

2.18 Opening of Tenders

2.18.1 CAK will open all tenders in the presence of tenderers' representatives who choose to attend, **at 10:00. A.M on MONDAY 26TH SEPTEMBER 2022.** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as CAK, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 CAK will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders CAK 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 shall be sought, offered, or permitted.

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

2.20 Preliminary Examination and Responsiveness

2.20.1 CAK will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 CAK may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, CAK 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. CAK's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 CAK'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 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 2.23 the following evaluation methods will be applied:

(a) *Operational Plan.*

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

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment on a 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. CAK may consider the alternative payment schedule offered by the selected tenderer.

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

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

(d) Shall not be debarred from participating in public procurement.

2.23. Contacting CAK

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

2.23.2 Any effort by a tenderer to influence CAK in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, CAK will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's 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 2.1.2, as well as such other information as CAK deems necessary and appropriate.

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

b) Award Criteria

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

2.24.5 CAK 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 CAK's action. If CAK determines that none of the tenderers is responsive; CAK shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and CAK pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, CAK will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

2.26.2 Within fourteen (14) days of receipt of the draft Contract , the successful tenderer shall sign and date the contract and return it to CAK.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from CAK, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to CAK.

2.27.2 Failure of 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 CAK may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

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

2.28.2 CAK will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERER

The following information for procurement of services shall complement or amend the provisions of 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

PROVISION OF STAFFGROUP LIFE WITH LAST EXPENSE INSURANCE COVERS

| Instructions to tenderers | Particulars of appendix to instructions to tenderers |
|---------------------------|--|
| 2.1 | Particulars of eligible tenderers: Insurance Companies Licensed by the Insurance Regulatory Authority and eligible to provide MCA;S Group life insurance with last expense cover business in Kenya |
| 2.9 | Price to be charged for tender documents. The tender document shall be downloaded free of charge from. https://tenders.go.ke/ or www.tenders.go.ke . |
| 2.10 | Particulars of other currencies allowed. None |
| 2.11 | Particulars of tender security if applicable. 2% of the quoted amount valid for 150 days after date of tender opening. |
| 2.8 | Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by CAK. Self-guaranteed tender security not allowed. |
| 2.1.3 | Validity of Tenders: Tenders Shall remain valid for 120 days after date of tender opening. |
| 2.16 | Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Unit. |
| 2.20 | PRELIMINARY EVALUATION CRITERIA Tenderers are required to meet the following MANDATORY REQUIREMENTS which will be used during Preliminary Examination to determine responsiveness |

MANDATORY REQUIREMENTS

| |
|---|
| 1. Must Submit a copy of registration certificate to conduct Group Life General insurance business from the Insurance Regulatory Authority. |
| 2. Must submit copy of Certificate of Registration/Incorporation from the Registrar of Companies. |
| 3. Must submit Valid Tax Compliance Certificate from Kenya Revenue Authority. |
| 4. Must submit completed Confidential Business Questionnaire in the format provided. |
| 5. Must Submit membership certificate for year 2021/22 from the Association of Kenya Insurers (AKI). |
| 6. Must have done a gross annual premium of not less than Kshs. 500 Million in 2021. |
| 7. Must Submit a Tender Security of 2% of the quoted amount |
| 8. Must fill the form of tender in the format provided |
| 9. Must fill the price schedule in the format provided |
| 10. Must fill the self-declaration that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015 |
| 11. Must fill the self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice |
| 12 Must submit a copy of valid Single business permit |

- 13. Sequentially serialize all the tender attachments (not manually or handwritten)
- 14 Provide dully filled code of ethics

AT THIS STAGE, THE TENDERER’S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.

AT THIS STAGE, THE TENDERER’S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.

TECHNICAL EVALUATION

Evaluation and Comparison of Tenders
 The tenders will be technically evaluated and marks awarded as stipulated in TECHNICAL EVALUATION RESPONSE FORM.

 The minimum technical score to proceed to financial evaluation is 70% and only tenderers that secure the minimum technical score will be financially evaluated.

Award Criteria:
Award will be made to the lowest evaluated tenderer who attains 80%of the minimum qualifying mark and with the lowest financial Score .

FINANCIAL EVALUATION

 The evaluation committee will determine whether the financial proposals are complete. In all cases, the total price of the financial proposal as submitted shall prevail. **Negotiations may be held** with the tenderer with the lowest among the tenderers who attain the minimum qualifying mark.

TECHNICAL EVALUATION RESPONSE FORM

| COVER DETAILS | | BIDDERS REMARKS AGAINST EVERY ITEM | YES NO |
|--|---|--|--------|
| | SECTION A | | |
| POLICY | MCA’S Group Life with last expense insurance with last expense cover and critical illness. | PLEASE NOTE THAT THE BIDDERS REMARKS FOR SECTION A IS EITHER YES OR NO AND NO COUNTER OFFERS | |
| PERIOD | OCTOBER 2022 – 30.09.2023, Renewable annually subject to annual Satisfactory Performance review | | |
| SCOPE OF COVER | Provides compensation in the event of an employee’s death from whatever cause on 24 hour coverage basis. See employees details below | | |
| A INTEREST/SUM INSURED MANDATORY (THESE ARE | Benefits | | |
| | <input checked="" type="checkbox"/> Death in service benefit –3 years basic salary | | |
| | <input checked="" type="checkbox"/> Permanent Total Disability- 3 years basic salary | | |
| | <input checked="" type="checkbox"/> Accidental medical expenses Up to a maximum of | | |

| | | | |
|---|---|---|----------------------------|
| THE BASIC MINIMUM AND MUST BE MET IN FULL) | Kshs 1,000,000 | | |
| | <input checked="" type="checkbox"/> Last expense cover of Kshs 400,000 | | |
| | <input checked="" type="checkbox"/> Free Cover Limit of Minimum Kshs.20,000,000 | | |
| | <ul style="list-style-type: none"> In case of critical illness is 50% of group life sum assured up to maximum 5 million shilling Proposed Waiting Period (Critical Illness): Maximum 3 months | | |
| EXCESS | NIL | | |
| CANCELLATION NOTICE | Sixty (60) Days | | |
| <u>SECTION B OTHER DETAILS</u> | | BIDDERS REMARKS AGAINST EVERY ITEM | MARKS TO BE AWARDED |
| | 1 No exclusion on HIV & AIDS | | 10 |
| | 2 No exclusion on suicide | | 20 |
| EXTENSIVE CLAUSES | 3 Accumulation limit – Kshs. 400,000,000/= | | 15 |
| | 4 Age limit: 18-75 years | | 5 |
| | 5 Disappearance | | 15 |
| | 6 Quality of Service provision, handling of underwriting and claims services as per our schedule of requirements for the cover | | 10 |
| | 7 Evidence of Value Addition Services and Other concessions/Wider Coverage, e.g. better Extensions for the cover | | 10 |
| | 8 Whether they are highly rated by a reputable rating agency like, AIBK, AKI or any other reputable rating agency within the last 18 months and a copy of the certificate issued by the rating agency submitted. | | 5 |
| | 9 Indicate whether you have established and implemented a Quality Management System e.g. ISO 9001:2015 and if you have, attach a copy of valid certification. | | 5 |
| | 10 Provide performance assessment/recommendation from 3 (Three) major clients excluding CAK for whom you have handled life insurance business. Please include details on the premiums handled and the contact address and person. | | 5 |
| ADDITIONAL REMARKS | | | |
| TOTAL | | | 100 |

The minimum technical score to proceed to financial evaluation is 70%

SECTION III

SCHEDULE OF REQUIREMENTS

MCA DETAILS

| ITEM NO. | DESCRIPTION OF INSURANCE COVER | UNIT OF ISSUE | QTY | Monthly Basic pay | Three year annual basic pay | Total Premiums In Ksh |
|----------|--|---------------|-----|-------------------|-----------------------------|-----------------------|
| | Group life Assurance for the below members | | | | KSH | |
| 1 | S-T (SPEAKER) | PAX | 1 | 315,315 | 11,351,340 | |
| 2 | R(D. SPEAKER) | PAX | 1 | 129,938 | 4,677,768 | |
| 3 | K-Q(MCA) | PAX | 33 | 2,858,625 | 102,910,500 | |
| 4 | K-Q(BORD MEMBERS) | PAX | 2 | 290,000 | 10,440,000 | |
| | TOTAL | | | 3,593,878 | 129,379,600 | |

SECTION IV

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 contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
 - d) "The Procuring entity" means the organization sourcing for the services under this Contract.
 - e) "The contractor means the individual or firm providing the services under this Contract.
 - f) "GCC" means general conditions of contract contained in this section
 - g) "SCC" means the special conditions of contract
 - h) "Day" means calendar day

3.2 Application

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

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.4 Patent Right's

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

3.5 Performance Security

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

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

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

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

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

tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

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

3.8 Prices

3.8.1 Prices charged 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 by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 Termination for Default

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

- a) if the tenderer 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 tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.10.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.11 Termination of insolvency

The procuring entity may at the anytime 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 produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.12 Termination for convenience

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

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

3.13 Resolution of disputes

3.13.1 The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.14 Governing Language

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

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 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 E-mail 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 V -

SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

| General conditions of contract reference | Special conditions of contract |
|--|--|
| 2.7 | Specify performance security if applicable: none |
| | Specify method Payments. Payments to be made on annually |
| | Specify price adjustments allowed. None |
| | Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya |
| | Specify applicable law. Laws of Kenya |
| | Indicate addresses of both parties. Client: County Assembly of Kwale P. O. Box 231-80403 Kwale |
| Other's as Necessary | Complete as necessary |

SECTION VI- STANDARD FORMS

Notes on the standard Forms

9. **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.

10. **Price Schedule Form** -The price schedule form must similarly be completed and submitted with the tender.

11. **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.

12. **Confidential Business Questionnaire Form** -This form must be completed by the tenderer and submitted with the tender documents.
13. **Format of Tender Security Instrument** - When required by the tender document the tenderer shall provide the tender security in the form included hereinafter.
14. **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.
15. SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.
16. SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

1. Form of Tender

Date:

Tender No. CAK.....

To: **The Director-General
County Assembly of kwale
P. O. Box 53535-00200
NAIROBI**

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 **MCA'S Group Life with last expense Insurance Cover** under this tender in conformity with the said Tender document for the sum of

.....
.....[Total Tender amount in words and figures] **being the total premium for two (2) years** 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 _____ day
 this _____ of _____ 20.....

 [Signature]
 Duly authorized to sign tender for and on
 behalf of

 [In the capacity of]

2. PRICE SCHEDULE OF SERVICES

Name of Tenderer:

Tender Number:

Based on the information contained in the Description of Services, Tenderers should provide a breakdown of costs in the format shown below. The cost should include applicable taxes.

| DESCRIPTION OF GOODS | TOTAL PREMIUM PAYABLE ANNUALLY IN KSH AND INCLUSIVE OF ALL TAXES AND LEVIES | |
|----------------------|---|--------|
| | STAFF Group Life insurance Cover | Year 1 |
| | | |
| | Total | |

Signature and Rubber Stamp of tenderer

3. CONTRACT FORM

THIS AGREEMENT made the ___ day of _____ 20___ between.....[name of procurement entity] of[country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract; (e)the Special Conditions of Contract; and
 - (f) The Procuring entity’s Notification of award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity) Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____.

4 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 applied to your type of business.

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

| <p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No,.....Street/Road.....</p> <p>Postal addressTel No.</p> <p>Fax Email..... Nature of Business</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p> | | | | | | | | | | | | | | | | | | | | | |
|---|---|---------------------|-------------|---------------------|--------|----|-------|-------|-------|----|-------|-------|-------|----|-------|-------|-------|----|-------|-------|-------|
| | <p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> | | | | | | | | | | | | | | | | | | | | |
| | <p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> | Name | Nationality | Citizenship details | Shares | 1. | | | | 2. | | | | 3. | | | | 4. | | | |
| Name | Nationality | Citizenship details | Shares | | | | | | | | | | | | | | | | | | |
| 1. | | | | | | | | | | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | | | | | | | | | | |
| | <p>Part 2 (c) – Registered Company Private or Public</p> <p>State the nominal and issued capital of company Nominal Kshs.</p> <p>Issued Kshs.</p> | | | | | | | | | | | | | | | | | | | | |

| | <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th data-bbox="297 205 378 233">Name</th> <th data-bbox="553 205 699 233">Nationality</th> <th data-bbox="833 205 1068 233">Citizenship details</th> <th data-bbox="1179 205 1268 233">Shares</th> </tr> </thead> <tbody> <tr> <td data-bbox="513 243 537 270">1.</td> <td colspan="3" data-bbox="553 243 1308 270">.....</td> </tr> <tr> <td data-bbox="513 281 537 308">2.</td> <td colspan="3" data-bbox="553 281 1308 308">.....</td> </tr> <tr> <td data-bbox="513 319 537 346">3.</td> <td colspan="3" data-bbox="553 319 1308 346">.....</td> </tr> <tr> <td data-bbox="513 357 537 384">4.</td> <td colspan="3" data-bbox="553 357 1308 384">.....</td> </tr> </tbody> </table> | Name | Nationality | Citizenship details | Shares | 1. | | | | 2. | | | | 3. | | | | 4. | | | |
|------|--|---------------------|-------------|---------------------|--------|----|-------|--|--|----|-------|--|--|----|-------|--|--|----|-------|--|--|
| Name | Nationality | Citizenship details | Shares | | | | | | | | | | | | | | | | | | |
| 1. | | | | | | | | | | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | | | | | | | | | | |
| | <p>Date.....Signature of Candidate.....</p> | | | | | | | | | | | | | | | | | | | | |

5. FORMAT OF TENDER SECURITY INSTRUMENT

Whereas [*Name of the tenderer*] (Hereinafter called "the tenderer") has submitted its tender dated [*Date of submission of tender*] for the

.....

[*Name and/or description of the tender*] (Hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that WE of [*Name of Insurance Company / Bank*] having our registered office at

(Hereinafter called

"the Guarantor"), are bound unto [*Name of Procuring Entity*]

(Hereinafter

called "the Procuring Entity") in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this ___ day of _____ 20 __.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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 two conditions, specifying the occurred condition or conditions.

This 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 Guarantor not later than the said date.

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

6. PERFORMANCE SECURITY FORM

To:

[Name of the 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 services] (Hereinafter called "the contract")

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and 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 or sums 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 or financial institution]*

____ *[address]*

_____ *[date]*

(Amend accordingly if provided by Insurance Company)

7. SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

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

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

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

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

.....
.....
(Title) (Signature) (Date)

Bidder Official Stamp

8. SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of **Tender No.** for(insert tender title/description) for

.....(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, STAFF and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, STAFF and/or employees and/or agents of(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrupt practice with other bidders participating in the subject tender

5. THAT what is deposed to herein above is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

REPUBLIC OF KENYA



KWALE COUNTY ASSEMBLY

DECLARATION FOR CODE OF ETHICS

Title

This code may be cited as the Code of Ethics for Suppliers in Public Procurement & Disposal

1. Interpretation

In this codes, unless the context otherwise requires-

“The Act” MEANS The Public Procurement and Disposal Act, 2005 or any amendment or modification thereof **“Candidate”** means a person who has obtained the tender documents from a public entity

pursuant to an invitation notice by a procuring entity

“Code of Ethics” means a statement encompassing the set of rules based on values and the standards of conduct to which suppliers are expected to conform

“Consultant” is a person who provides services of predominantly intellectual, technical or advisory nature

“Contractor” means a person who enters into a procurement contract with a procuring entity to supply goods, works or services, and includes the main contractor

“Ethics” means values, customs, rules or principles, which govern right conduct

“Gift” has meaning assigned to it in the Leadership and Integrity Regulations, 2015

“Integrity” means the quality of being honest and having strong moral and ethical principles

“Persons” has meaning assigned to it in Article 260 of the Constitution and includes sole proprietorship

“Procuring Entity” means a public entity making a procurement to which the Public Procurement and Disposal Act, 2005 or any amendment or modification thereof applies

“Public Officer” has the meaning assigned to it in Article 260 of the Constitution

“Regulations” means regulations made under the Public Procurement and Disposal Act, 2005 or any amendment or modification thereof

“State Officer” has the meaning assigned to it in Article 260 of the Constitution .

“Supplier” means a candidate, bidder, and tenderer, Contractor, service provider or a consultant.

“Tenderer” means a person who submitted a tender pursuant to an invitation by a public entity

For purposes of this Code, all terms used, unless expressly defined herein, have the meaning assigned to them in the Act.

2. Application of the Code

a) This Code of Ethics is applicable to suppliers participating in public procurement or disposal of public assets.

b) The objective of the Code is to set minimum standards of ethical behaviour for Suppliers to ensure compliance with the Act and the Regulations and the adoption of good business practices.

PART II – REQUIREMENTS/OBLIGATIONS OF THE SUPPLIERS

3. Laws and Regulations

a) All public procurement & disposal shall be undertaken in accordance with the values and principles of the Constitution of Kenya, 2010 (Article 10)

b) All Suppliers shall comply with the rule of Law.

c) Suppliers shall observe other laws, regulations, rules and practices relating to taxation, labour, health and safety standards as well as environmental protection.

4. Professionalism

a) Suppliers are required to comply with professional standards of their industry or of any professional body of which they are members. Where a supplier is a member of a professional body, the Supplier shall uphold the code of ethics of the respective profession and be of good standing.

b) Suppliers shall maintain the highest standards of integrity and professionalism in their operations.

c) Suppliers in public procurement shall accord mutual respect and courtesy to the public

officer(s) and other suppliers without compromising their independent and distinct roles.

d) Public procurement & disposal activities shall be undertaken with the objective of meeting the closest public scrutiny.

5. Impartiality

A supplier shall not engage in acts aimed at encouraging patronage, tribalism, cronyism and nepotism.

6. Gifts, Favors and Corrupt practices

- a) A supplier shall not offer or give gifts of any kind to public entities and/or the employees.
- b) No supplier shall contact, unduly influence or exert pressure on any member of a committee or any other employee of a procuring entity to take a particular action which favours or tends to favour them.
- c) A supplier shall not engage in fraudulent, collusive, or corrupt practices, or inappropriate influences.
- d) A supplier shall not act inappropriately by attempting to interfere with the procurement process

7. Conflict of Interest

- a) A supplier shall not accept contracts which would constitute a conflict of interest with any prior or current contract. Suppliers shall disclose to all concerned parties those conflicts of interest that cannot be reasonably avoided.
- b) A supplier shall not enter into a contract with a procuring entity if the supplier is:
 - (i) An employee of the procuring entity or a member of a board or committee of the procuring entity;
 - (ii) A State Officer, public Officer or a member of a board or committee of the Government or any department of the Government or a person appointed to any position by the President or a Cabinet Secretary;
 - (iii) A person, including a corporation, who is related to a person described in paragraph (a) or (b). A relative has meaning assigned to it in section 33(2) of the Public Procurement and Asset Disposal Act, 2015 or any amendment or modification thereof applies
 - (iv) Debarred from participating in procurement proceedings.

8. Performance of Duties

- 1) A supplier shall:
 - a. Duly sign this code of ethics and include it in a tender, proposal or quotation submitted.
 - b. Obtain and submit bid documents in the manner prescribed in the tender notice and tender documents
 - c. Supply the right quantity and quality of the contracted item and deliver at the stipulated

time(s) and shall not abandon the work that they have been contracted to do.

d. Perform the obligations of the contracts efficiently and effectively

2) Suppliers shall not participate in procurement proceedings without invitation to tender and understanding the instructions to tenderers.

3) While responding to tenders, quotations or request for proposals, bidders should not include unfair, discriminatory or unreasonable conditions in their bids.

4) Suppliers should

a. Ensure that their deliverables provide value for money in terms of cost, quality, quantity and timeliness of the delivered works, goods or services.

b. Ensure that competent persons carry out the contractual obligations of the supplier. c. Accept full responsibility for all works, services or supplies provided

5) A supplier shall not

a. Obstruct or hinder an officer of the Authority or any other authorized person from carrying out a duty or function or exercising a power relating to procurement and disposal.

b. Knowingly or in collusion with others lie to or mislead a person carrying out a duty or function or exercising a power relating to procurement and disposal.

9. Communication and Accuracy of Information

A supplier shall:

1) Observe strict communication limitations during the bidding process and as provided for in the Act

2) Respond promptly and courteously to all proper requests for information, clarifications, complaints or enquiries from procuring entities, the Authority or any law enforcement agency.

3) Ensure that all information provided to procuring entities is given in writing by Authorized Officers.

4) Ensure that certified copies of all mandatory certificates are availed

5) Ensure that information given while participating in public procurement or disposal is true, accurate and fair, and not designed to mislead.

10. Confidentiality

Information obtained in the course of performance of a procurement contract in shall not be disclosed to unauthorized persons and shall not be used for the Supplier's advantage or material gain or for furtherance of private interest. The obligation to preserve the confidential information continues even after the business/contractual relationship with the Procuring Entity ends.

11. Duty to report impropriety/corruption

A supplier shall reject and report to the PPOA and/or the relevant agency any procurement practice which might be deemed improper.

PART III - OVERSIGHT BY THE PPOA

12. PPOA shall assist in undertaking continuous training of the suppliers to eliminate malpractices which might arise due to ignorance of the public procurement system.

13. PPOA will exercise oversight in the enforcement of this Code of Ethics, including taking remedial measures where the Code of Ethics is breached

14. PPOA shall revise the code of ethics as appropriate in consultation with the relevant stakeholders

PART IV - COMPLIANCE & MONITORING

15. A Procuring Entity may conduct due diligence, on-site evaluations and inspections of suppliers' facilities and/or project site, including those of their subcontractors and Joint Venture partners to review their compliance to this Code during execution of the Contract.

16. PPOA shall, on its own motion or upon receipt of a complaint, inquire into the allegation of the violation of the Code of Ethics and institute debarment proceedings in line with Regulation 90 of the Public Procurement And Disposal Regulations, 2006

17. PPOA shall establish a complaints management system for reporting and receipt of complaints on alleged violations of the Code of Ethics

18. PPOA may collaborate and partner with other agencies, organizations and professional bodies in enforcement of this Code of Ethics.

19. All Procuring Entities shall submit a report to PPOA, annually or upon request, of any breaches by suppliers, and any action taken against the breach, in such format as is provided by PPOA.

PART V - ENFORCEMENT OF THE CODE

20. Any person may lodge a complaint alleging a breach of this code by a supplier to the Authority or a Procuring entity.

21. Upon receipt of the complaint, the Authority or the Procuring entity shall register and carry out investigations into the complaint, and may take action against the supplier in accordance with the Act and any Regulations

22. A breach of this Code shall be subject to a debarment process as stipulated in the Act which may attract a debarment for a period not less than five years. The breach may further be subjected to a Court process that may lead to the imposition of other penalties as stipulated in the Act and other Laws.

23. A Procuring Entity may disqualify a supplier from further participation in a procurement or disposal proceeding or terminate a contract if it establishes a breach of this Code

24. A breach of this Code shall lead to termination of registration of a supplier

25. A supplier who violate the law or engage in unethical business dealings may be subject to disciplinary proceedings.

COMMITMENT TO THE CODE OF ETHICS (to be submitted as part of any quotation or tender)

I (Supplier) Confirm that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act 2015 and the Code of Ethics for Suppliers and my responsibilities under the Code.

I also certify that I am duly authorized to sign this Code on my own behalf and on behalf of my organization, and agree to comply with the Code of Ethics. Name..... Sign.....

Position.....
Office address.....
Telephone..... E-mail.....
Name of the Firm.....

(Company Seal/ Rubber Stamp where applicable)

Sworn at }
By the said }
Deponent
this.....day of.....20..... }
Before Me }
}

Commissioner for Oaths/Magistrate}