

# REPUBLIC OF KENYA



NAIROBI CITY COUNTY ASSEMBLY  
OFFICE OF THE CLERK  
P. O. BOX 45844 - 00100  
NAIROBI, KENYA  
TELEPHONE 020 2216151

## NCCASB

### TENDER DOCUMENT

**PROVISION OF WORK INJURY BENEFIT (WIBA) INSURANCE SERVICE  
FOR STAFF OF NAIROBI CITY COUNTY ASSEMBLY  
FOR YEAR 2018/2019**

**(UNDERWRITERS ONLY)**

**CLOSING DATE AND TIME: THURSDAY, 4<sup>TH</sup> OCTOBER 2018  
AT 12.00NOON**

# NAIROBI CITY COUNTY ASSEMBLY



P. O. BOX 45844 – 00100, NAIROBI – KENYA

Telephone 020 2216151

Web: [www.nairobiassembly.go.ke](http://www.nairobiassembly.go.ke)

## ANNUAL TENDER NOTICE

The Nairobi City County Assembly Service Board invites eligible competent bidders for the following tenders:-

TENDER NUMBER	Tender Item Description for Financial Year 2018/2019
NCCASB/OT/01/2018-2020	Provision of Laundry services to Nairobi City County Assembly <b>(Two (2) years)</b>
NCCASB/OT/03(A)/2018-2019	Provision of Group Personal Accident Insurance service for Staff of Nairobi City County Assembly <b>(UNDERWRITERS ONLY)</b>
NCCASB/OT/03(B)/2018-2019	Provision of WIBA(Work Injury Benefit) insurance service for Staff of Nairobi City County Assembly <b>(UNDERWRITERS ONLY)</b>
NCCASB/OT/04/2018-2020	Provision of comprehensive office cleaning and garbage collection services at Nairobi City County Assembly <b>(Two (2) years)</b>

Tender documents with detailed specifications of the required goods and services may be obtained from the **Procurement Office, City Hall Building, Second Floor, Room 277** upon payment of a **non-refundable fee of Kshs. 1,000 paid to Nairobi City County Assembly's Account at the Co-operative Bank of Kenya, City Hall Branch, Account Number 01141232417500;**

**OR** downloaded free of charge from the County Assembly website:

[www.nairobiassembly.go.ke](http://www.nairobiassembly.go.ke)

Those who have downloaded the document from the above website **MUST** forward their particulars for recording and any further clarifications and addenda to email: [tenders@nairobiassembly.go.ke](mailto:tenders@nairobiassembly.go.ke)

Completed tender documents are to be enclosed plain sealed envelopes, clearly marked with the '**Tender Number**' and written '**Tender Name**' and be deposited in the **Tender Box** at **City Hall Building, Second Floor, Room 277** so as to be received on or before **Thursday, 4<sup>th</sup> October 2018, 12.00noon.**

Opening of tenders documents will take place immediately thereafter at the **Assembly Foyer, City Hall Building at 12.00noon** in the presence of the candidates' representatives who choose to be present.

Tenders should be addressed to:-

THE CLERK  
NAIROBI CITY COUNTY ASSEMBLY  
P. O. BOX 45844 – 00100,  
NAIROBI - KENYA

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## INTRODUCTION

- 1.1 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 Asset Disposal Act 2015.
- 1.2 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.
- 1.3
  - (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.
- 1.4 The cover of the tender document should be modified to include:
  - I. Tender number.
  - II. Tender name.
  - III. Name of procuring entity.

SECTION I - INVITATION FOR TENDERS

TENDER REF. NO: *NCCASB/OT/03(B)/ 2018-2019*

TENDER NAME: *Provision of Work Injury Benefit (WIBA) Insurance service for Staff of Nairobi City County Assembly*

- 1.1 The Nairobi City County Assembly Service Board invites sealed tenders from eligible candidates for Provision of Work Injury Benefit (WIBA) Insurance service for Staff of Nairobi City County Assembly
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the **Procurement Office Room 277, Second Floor, City Hall Building** during normal office working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs. 1,000** paid to **Nairobi City County Assembly's Account** at the **Co-operative Bank of Kenya, City Hall Branch, Account Number 01141232417500**  
**OR** downloaded free of charge from the County Assembly website:  
[www.nairobiassembly.go.ke](http://www.nairobiassembly.go.ke)  
Those who have downloaded the document from the above website **MUST** forward their particulars for recording and any further clarifications and addenda to email: [tenders@nairobiassembly.go.ke](mailto:tenders@nairobiassembly.go.ke)
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for **60 days** from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the **Tender Box** at **City Hall Building, Second Floor, Room 277** or be addressed to **Clerk, Nairobi City County Assembly, Box 45844-00100** so as to be received on or before **Thursday, 4<sup>th</sup> October 2018, at 1200Noon.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at **Charter Hall, City Hall Building at 12.00noon**

## SECTION II - INSTRUCTION TO TENDERERS

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## SECTION II - INSTRUCTIONS TO TENDERERS

### 2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement **(1<sup>th</sup> October 2018 to 30<sup>th</sup> September 2019)** specified in the tender documents.
- 2.1.2 The NCCA'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 66 of the PPAD Act 2015.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the NCCA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### 2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the NCCA, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document is a non-refundable fee of **Kshs. 1,000** paid to **Nairobi City County Assembly's Account** at the **Co-operative Bank of Kenya, City Hall Branch, Account Number 01141232417500** OR downloaded free of charge from the County Assembly website [www.nairobiassembly.go.ke](http://www.nairobiassembly.go.ke)
- 2.2.2 The NCCA shall allow the tenderer to review the tender document free of charge before purchase.

### 2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of Requirements
  - (v) Details of Insurance Cover
  - (vi) Form of Tender
  - (vii) Price Schedules
  - (viii) Contract Form

- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

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

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify the NCCA by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The NCCA 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 NCCA. 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.

2.4.2 The NCCA shall reply to any clarifications sought by the tenderer within three (3) days of receiving the request to enable the tenderer to make timely submission of its tender.

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

## **2.5 Amendment of Tender Documents**

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

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

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

## **2.6 Language of Tenders**

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

## **2.7. Documents Comprising the Tender**



- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
  - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
  - (d) Declaration Form.

## **2.8. Form of Tender**

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

## **2.9. Tender Prices**

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

## **2.10. Tender Currencies**

- 2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11. Tenderers Eligibility and Qualifications**

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the NCCA's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12. Tender Security**

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall be Kshs. 20,000.
- 2.12.3 The tender security is required to protect the NCCA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 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.

### **2.13. Validity of Tenders**

- 2.13.1 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.
- 2.13.2 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.

### **2.14. Format and Signing of Tenders**

- 2.14.1 The presentation of tender will be of **two(2) envelope method (Technical and Financial)**; The tenderer shall prepare an original and a copy of the Technical tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," and a copy of the Financial tender as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.  
Reference is to Public Procurement and Disposal Act 2015, section 78(5) on Opening of Tenders which stipulates, "The tender opening committee shall assign an identification number to each tender and record the number of pages received."

- 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 and the copy of the tender in separate envelopes, duly marking the Technical and Financial envelopes as “ORIGINAL TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) be addressed to the NCCA 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 Thursday, 4<sup>th</sup> October 2018, 1200 Noon**
- 2.15.3 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 NCCA will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16. Deadline for Submission of Tenders**

- 2.16.1 Tenders must be received by the NCCA at the address specified under paragraph 2.15.2 not later than **Thursday, 4<sup>th</sup> October 2018, 1200 Noon**
- 2.16.2 The NCCA 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 NCCA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.17. Modification and Withdrawal of Tenders**

- 2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the NCCA prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender

during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

- 2.18.1 The NCCA will open all tenders in the presence of tenderers' representatives who choose to attend, on **Thursday, 4<sup>th</sup> October 2018, 1200 Noon** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The NCCA will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the NCCA may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the NCCA in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The NCCA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The NCCA may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the 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.

- 2.20.5 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.

## **2.21. Conversion to single currency**

- 2.21.1 Where other currencies are used, the NCCA 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 The NCCA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

- 2.22.2 The NCCA'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 NCCA 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's 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.

## **2.23. Contacting the Procuring entity**

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

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

## **2.24 Post-qualification**

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

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

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

## **2.25 Award Criteria**

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

## **2.26. Procuring entity's Right to accept or Reject any or all Tenders**

2.26.1 The NCCA 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 NCCA's action. If the NCCA determines that none of the tenders is responsive, the NCCA shall notify each tenderer who submitted a tender.

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

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

## **2.27 Notification of Award**

- 2.27.1 Prior to the expiration of the period of tender validity, the NCCA will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the NCCA pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the NCCA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.27 Signing of Contract**

- 2.28.1 At the same time as the NCCA notifies the successful tenderer that its tender has been accepted, the NCCA will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen **(14) days** of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the NCCA.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security**

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the NCCA.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the NCCA may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

- 2.30.1 The NCCA requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 The NCCA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

## APPENDIX TO INSTRUCTIONS TO TENDERERS

### Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Section II to be incorporated.
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

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.

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS.
2.1	Firms Offering Work Injury Benefit (WIBA) Insurance cover Registered in Kenya. The Successful tenderer shall provide the services for the period as shall be specified in the contract.
2.10	Prices shall be quoted in Kenya Shillings.
2.11	For the purposes of establishing its eligibility, the tenderer shall furnish: <ol style="list-style-type: none"><li>i) Certificate of incorporation,</li><li>ii) Certificate of tax compliance,</li><li>iii) PIN and VAT Registration Certificate,</li><li>iv) Company Profile on the provided business questionnaire;</li><li>v) Valid Single Business Permit 2016,</li><li>vi) Must submit membership of Association of Kenya Insurance.</li><li>vii) Litigation history of the company( provide duly signed self-sworn</li></ol>



	affidavit for both court and arbitration)
2.12	<b>Tender Security:-</b> Tenderers SHALL sign Tender Securing Declaration form.
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered and registered at the Procurement Office.
Other's as necessary	Right to award Contract:- The Nairobi City County Assembly Service Board reserves the right to award the contract in whole or in part without any change in the Unit price or other terms and conditions.

## SECTION III - GENERAL CONDITIONS OF CONTRACT

### Table of Clauses

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## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1. Definitions**

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

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

### **3.2. Application**

3.2.1 These General Conditions shall apply to the extent that they are not super ceded by provisions of other part of the contract

### **3.3. Standards**

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

### **3.4. Use of Contract Documents and Information**

3.4.1 The Contractor shall not, without the NCCA’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 NCCA in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

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

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the NCCA and shall be returned (all copies) to the NCCA on

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

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the NCCA the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the NCCA as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the NCCA and shall be in the form of:
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the NCCA 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 NCCA 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 NCCA, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

### **3.9. Prices**

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the NCCA'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.

- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by the 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 NCCA's prior written consent.

### **3.11. Termination for Default**

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

- 3.11.2 In the event the NCCA 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 Contractor shall be liable to the NCCA for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

### **3.12. Termination for Insolvency**

- 3.12.1 The NCCA 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 NCCA.

### **3.13. Termination for Convenience**

- 3.13.1 The NCCA 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.
- 3.13.2 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.

### **3.14 Resolution of Disputes**

- 3.14.1 The NCCA and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

- 3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

### 4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY

- 4.1.1 Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted.
- 4.1.2 Must give a list of 5 (five) reputable clients and the total clients premiums for the previous year
- 4.1.3 Demonstrate the Financial and technical capacity.
- 4.1.4 Must submit a copy of the audited accounts for the previous year
- 4.1.5 Must have total number of management staff of at least 4 (attach proof)
- 4.1.6 Must submit copies of the following documents;
  - (a) PIN Certificate / Income Tax / V.A.T / P.A.Y.E
  - (b) Tax Compliance Certificate
  - (c) Certificate of Registration/Incorporation
  - (d) Valid Single Business Permit 2018
  - (e) Company Profile
- 4.1.7 Must be a member of the Association of Kenya Insurance (AKI)
- 4.1.8 Proof of handling equivalent risks (medical)
- 4.1.9 Bid security of Kshs. 20,000

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Not applicable
3.7 Delivery of Services	Commencement of the service as per the terms of contract agreement
3.8 Payment	One-off payment on insurance premium finance.
3.9 Price adjustment	<u>Shall not be done on mathematical errors.</u> Price variation for contracts not exceeding 12 months shall not be permitted.
3.16 Applicable law	Laws of Kenya
3.18 Notices	Successful tenderer shall provide services as they are agreed in contract including honoring jure documented claims within 30 days

## SECTION V - SCHEDULE OF REQUIREMENTS

### TERMS OF REFERENCE (TOR) FOR PROVISION OF WORK INJURY BENEFITS ACT COVER.

Bidders are required to entirely comply with the conditionalities of the terms of reference.

<b>PROPOSED INSURED:</b>	<b>WORK INJURY BENEFIT (WIBA)</b>
<b>CLASS OF INSURANCE:</b>	<b>WORK INJURY BENEFITS ACT- 2007 FOR STAFF OF NAIROBI CITY COUNTY ASSEMBLY</b>
<b>PERIOD:</b>	<b>12 Months from the Commencement Date</b>
<b>COVER:</b>	Legal liability in respect of accidental death, bodily injury or illness/ disease as declared arising out of and in the course of employment
<b>INSURED PERSONS:</b>	All Staff Actual No. 146
<b>BENEFITS &amp; LIMITS:</b>	<ul style="list-style-type: none"> <li>i. Accidental Death while in service- 8 years Gross Salary (basic salary + regular allowances)</li> <li>ii. Permanent and Total Disability (loss of salary) – 8 Years (basic salary + regular allowances) x percentage awarded</li> <li>iii. Temporary Total Disability (actual temporary loss of earnings) - Earnings of not less than 52 weeks</li> <li>iv. Medical expenses as a result of an accident while on duty- not less than KShs. 100,000/- per person per accident.</li> <li>v. Evacuation during emergency</li> <li>vi. Exclusions should be named if any.</li> </ul>
<b>Last Expense</b>	An inbuilt last expense rider of Kshs.50, 000/= shall be included alongside the Cover. The last expense amount shall be paid within 48 hours of notification of demise of a covered member.
<b>Output Deliverables</b>	<ul style="list-style-type: none"> <li>i. Undertake a scope of cover and claims procedure</li> <li>ii. Provide quarterly claims update on injured employees</li> <li>iii. Give regular endorsements of the added staff and premiums due as and when this happens.</li> </ul>
<b>Network Coverage</b>	<ul style="list-style-type: none"> <li>i. Full details of towns where the insurance underwriting company is represented</li> <li>ii. Full details of the cover in and outside Kenya and all exclusions that are applicable</li> </ul>
<b>Case Management</b>	<ul style="list-style-type: none"> <li>i. Give a detailed report on how the cover is going to be administered</li> </ul>



## **EVALUATION CRITERIA**

### **STAGE 1: EVALUATION - MANDATORY REQUIREMENTS (PRELIMINARY EVALUATION)**

- The firm must meet all the mandatory requirements.

S/N	Evaluation Requirement	Bidders Response	
		Submitted	Not submitted
MR1	Submission of an original and copy of tender documents		
MR2	Submission of a copy of Company Registration Certificate		
MR3	Submission of valid Tax Compliance Certificate		
MR4	Submission of Tax PIN Certificate		
MR5	Submission of a Single Business Permit 2018		
MR6	Submission of a bid security of Kshs. 20,000 from a reputable Bank in Kenya or from an Insurance Company approved by PPOA valid for 120 days from the date of tender closing date.		
MR7	Fully filled attached Confidential Business Questionnaire		
MR8	Submission of a copy of the current year Certificate of registration from the Insurance Regulatory Authority (IRA).		
MR9	Submission of the Association of Kenya Insurers (AKI) Membership Certificate		

#### **NOTE:**

The firms that fulfill all the mandatory requirements will proceed to stage two of the evaluation which is technical in nature.

### **STAGE 2: TECHNICAL EVALUATION (RANKING STAGE)**

- Insurance Companies will be required to submit evidence for the following Technical evaluation:

TECHNICAL EVALUATION FOR WIBA		POINTS SCORED
1.	At least 5 years' experience - Provide proof by attaching copies of award letters for the past 5 years from at least five reputable clients (one reputable client per year for the last five years) <i>(each award letter=4mks)</i>	20
2.	Must provide recommendation letters dully signed and stamped from five (5) largest corporate clients covered for the past three years. The letters should have the following details:- i. Address	15

	ii. Names of contact persons iii. Telephone numbers (Each letter = 3 marks)	
3.	Company Profile with the following:- <ul style="list-style-type: none"> <li>Actual location and address, Telephone number, &amp; email address(3 Marks)</li> <li>Attach a certified company statement on quality management system, in particular document how client's claims, request or inquiries are responded to. (5 Marks)</li> <li>Provide a customer's Service Charter (5 Marks)</li> <li>Details of individuals who serve in the Board of directors. (2 Marks)</li> <li>Number and levels of employees (2 Marks)</li> <li>Any recognition awards that the Company has made recently. (3 Marks)</li> </ul>	20
4.	Details on qualifications, competence and experience of at least (5) key professional staff <i>(must attach signed current CVs copies of certificates)</i> <i>(For each key professional= 2mks)</i>	10
5.	Demonstrate the Financial and technical capacity to settle the claims:- <ol style="list-style-type: none"> <li>Provide the following information for the last three years:               <ol style="list-style-type: none"> <li>Gearing Ratio (4Mks)</li> <li>Current Ratio (3Mks)</li> <li>Earnings Before Interest and Tax (2Mks)</li> <li>Earnings Before tax (2Mks)</li> </ol> </li> <li>Provide certified copies of audited financial statements for the past 3 years, 2015, 2016 &amp; 2017 (4mks)</li> <li>Litigation history of the company signed by the Company Secretary indicating the value of the subject matter the current status of the cases and the dates when the cases commenced (the history will not necessarily affect the Bidders) (5mks)</li> </ol>	20
6.	Customer Support:- <ol style="list-style-type: none"> <li>Claim Procedure- Provide details of claim procedure with specific timelines.( Preference will be given to shorter claim procedures) (5mks)</li> <li>Claims settlement- Attach evidence of payment of at least 5 claims processed within the last five years and all the relevant attachments for each claim.(2Mks for evidence for each claim)</li> </ol>	15
<b>Total Marks</b>		<b>100</b>
<b>Pass Mark</b>		<b>70 out of 100</b>

**A bid that does not meet the above minimum requirements will be disqualified from further evaluation regardless of the cost of their proposal.**

### **STAGE 3: FINANCIAL EVALUATION**

The firm that is technically responsive will be scored and added to the financial score to determine the highest score evaluated bidder.

The formula for determining the financial score (SF) shall be as follows:

$$SF = 100 \times FI/F$$

Where:      SF      is financial score  
              FI      is lowest priced financial proposal  
              F      is price of the proposal under consideration

Tenders will be ranked according to their combined technical (ST) and financial (SF) scores using the weights (T = 0.70, given to the Technical Proposal, P = 0.30, given to the Financial proposal and; T + P = 1.00

The combined technical and financial score (S) is calculated as follows:

$$S = (ST \times T\%) + (SF \times P\%)$$

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

## **D) PRICING SCHEDULE**

Prices shall be inclusive of all taxes; claims for lack of understanding or omission in this regard will not be accepted after the award of the tender.

The bidder **MUST** complete and submit the table below. The premiums must be quoted on basis of all the categories stated below.

### **Price Schedule Form**

POPULATION OF STAFF MEMBERS	ANNUAL EARNINGS	PREMIUM PER MEMBER	PREMIUM TOTAL
146	Kshs. 152,202,320		

**TOTAL PREMIUMS**

**KSHS.....**

## SECTION VI - STANDARD FORMS

### Notes on the standard Forms

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

## Form of Tender

To:

Name and address of procuring entity

Date

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

.....  
.....  
.....Kshs. ....[**Total Tender amount in words and figures**]

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

3. We agree to abide by this Tender for a period of .....[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## 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.

	<b>Part 1 General</b> Business Name ..... Location of Business Premises ..... Plot No, ..... Street/Road ..... Postal address ..... Tel No. .... Fax Email..... Nature of Business ..... Registration Certificate No. .... Maximum value of business which you can handle at any one time - Kshs. .... Name of your bankers..... Branch .....																				
	<b>Part 2 (a) – Sole Proprietor</b>																				
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details .....																				
	<b>Part 2 (b) – Partnership</b>																				
	Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
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	<b>Part 2 (c) – Registered Company</b>																				
	Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
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.....	.....	.....	.....																		
	Date.....Signature of Candidate.....																				

## 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*) of  
.....dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

**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

Board Secretary