



**NATIONAL GOVERNMENT CONSTITUENCIES DEVELOPMENT
FUND BOARD
P.O. Box 44662 – 00100, Nairobi**

TENDER NO: NG~CDFB /02/2020-2021

TENDER DOCUMENT

FOR

PROCUREMENT OF INSURANCE SERVICES

August, 2020

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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 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.
 - IV. Delete name and address of PPRA.

SECTION I - INVITATION FOR TENDERS
Date 11TH AUGUST, 2020.

TENDER REF. NO: NG~CDFB /02/2020~2021

TENDER NAME: PROCUREMENT OF INSURANCE SERVICES.

- 1.1 The National Government Constituencies Development Fund invites sealed tenders from eligible candidates for procurement of various categories of insurance services with an option of renewal for an additional Twelve Months subject to satisfactory Performance.
- 1.2 Interested eligible candidates may obtain further information from NG-CDF Board offices at Harambee Cooperative Plaza, 10th floor procurement office and inspect the tender documents at during normal office working hours.
- 1.3 A complete set of tender documents may be obtained by interested firms from the procurement office on 10th floor during official normal working hours.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 120 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 NG-CDFB offices, Harambee Cooperative Plaza 10th floor or be addressed to the Chief Executive Officer, NG-CDF Board, Box **46682-00100** Nairobi so as to be received on or before **25th AUGUST,2020 at 10:00am.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at NG-CDFB offices at 10th floor boardroom.

SIGNED FOR:
(C.E.O.) NG-CDFBoard

Note: The invitation for tenders may be modified provided that such a modification does not substantially alter the format.

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 (hereinafter referred to as the term) specified in the tender documents.

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

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 Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

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 procuring entity, 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 tender document shall not be charged once downloaded electronically.

2.2.3 The procuring entity 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 Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring

entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

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

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 30%.

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an 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 Procuring entity, 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 Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

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 (Not 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 Procuring entity'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 is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 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.

2.12.4 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

2.12.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

2.12.6 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

2.12.7 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 tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be 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 and the **three (3)** copies of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL TENDER**” and “**COPY OF TENDER**”. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender.
- (b) bear tender number and name in the invitation to tender and the words, “**DO NOT OPEN BEFORE 25thAUGUST, Tuesday, 2020 AT 10.00AM.**”

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 Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16. Deadline for Submission of Tenders

- (c) 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **25thAUGUST, Tuesday, 2020 AT 10.00AM.**

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

2.16.2 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 Procuring entity 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 Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **25thAugust2020** 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 tenders' 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 Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

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

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

2.20 Preliminary Examination and Responsiveness

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

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

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

2.22. Evaluation and Comparison of Tenders

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

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

(a) Operational plan proposed in the tender;

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

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a) Operational Plan

(i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time Specified in the Schedule of Requirements. Tenders Offering to perform longer than the procuring entity'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 15 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 Procuring entity 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 Procuring entity 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 Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

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 Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

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 Procuring entity 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 procuring entity 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 Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

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

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 Procuring entity.

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 Procuring entity.

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

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

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.

Appendix to instructions to Tenderers

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

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	<i>Indicate eligible tenderers: Insurance (Under writers Only)</i>
2.1.3	Qualification information State: This shall not be required
2.2.2	Tender documents charged at Kshs.1,000 (downloaded documents are not charged)
2.11	Particulars of eligibility and qualifications documents of evidence required from reputable underwriting firms to include Copies of:- <ul style="list-style-type: none"> • Certificate of Registration under the companies Act (CAP 486) • Copy of Registration with the Insurance Regulatory Authority for the year 2019 • Certificate of valid tax compliance • Audited accounts for the last three years(2016, 17 & 18) • Properly filled Confidential Business Questionnaire • Copy of quotation submitted to the client firm from the underwriter a must. • Must have done gross premiums in previous 2 years of Kshs. 2.5 Billion • Must have paid up capital of at least Kshs. 700 Million • Must give a list of 5(five) reputable clients and the total clients premiums for the previous year. • Must be a member of the Association of Kenya Insurance (AKI).
2.12.1	Particulars of tender security if applicable. Mandatory

2.12.4	Form of Tender Security. Kshs.1,200,000 Mandatory
2.13	Validity of Tenders: Tenders shall remain valid for 120 days after date of Tender Opening
2.15.2 (b)	State day, date and time of Tender 25th AUGUST, Tuesday, 2020 AT 10.00AM.
2.16.1	Deadline for submission of Tenders: same as above 2.15.2 (b).
2.16.3	Bulky tenders that will not fit in the tender box shall be delivered to the Procurement Unit and will be signed for if required.
2.18.1	Opening of Tenders: same as date of submission
2.22	<u>Financial Evaluation</u> The commercial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, the policy Excess amounts, exclusion clauses, smart cards and other pertinent terms and conditions of tender. The evaluation committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail.
2.25	Award of contract: The Contract will be awarded:-

2.29	Particulars of performance security if applicable. N/A
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SECTION III - GENERAL CONDITIONS OF CONTRACT

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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” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

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

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

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

3.5. Patent Rights

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

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 Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

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

3.8. Payment

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

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

3.9. Prices

- 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 procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 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 25% 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/Service Provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

3.11. Termination for Default

- 3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:
- (a) if the Contractor/Service Provider fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

- (b) If the Contractor /Service Provider fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 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 un-delivered and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

3.13.1 The Procuring entity by written notice sent to the contractor/Service Provider 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 procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement

or disputes arising between them under or in connection with the contract

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 (see table above pg. 21 and 22)

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

(Modify as necessary)

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Applicable/not applicable (if applicable give particulars)
3.7 Delivery of Services	(Specify as necessary)
3.8 Payment	(Specify as necessary)
3.9 Price adjustment	(Specify as necessary)
3.16 Applicable law	(Specify as necessary)
3.18 Notices	(indicate full address of the procuring entity)

(Modify as necessary)

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for preparing Schedule of Requirements.

1. The schedule of Requirements shall be included in the tender documents by the procuring entity and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
2. The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

SECTION V - SCHEDULE OF REQUIREMENTS

TENDER FOR PROVISION OF INSURANCE (RISK NOTES)

1.0 CLASS OF POLICY: - MOTOR PRIVATE INSURANCE POLICY

This policy provides cover against loss and or damage to the motor vehicle and its accessories and spare parts whilst thereon, indemnify against all sums including claimants costs and expenses which the NG-CDF Board is legally liable to pay in respect of death or bodily injury to any person or damage to property. The cover under the policy is comprehensive

S/NO	REG/NO	MAKE	C.C.	YEAR	VALUE TO BE INSURED	W/S	R/C	EXPIRY OF INSURANCE
1	GK A187 R	Toyota Prado	2982	2008	2,260,000.00	100,000	10,000	17/09/2020
2	GK A631 K	Toyota Prado	2982	2005	2,260,000.00	100,000	10,000	17/09/2020
3	GKB 949 F	PRADO	2982	2014	12,000,000.00	150,000	30,000	17/09/2020
4	GKB 456D	PAJERO	2800	2012	4,500,000.00	50,000	20,000	17/09/2020
5	GKB 455D	PAJERO	2800	2012	4,500,000.00	50,000	20,000	17/09/2020
6	GKB 454D	PAJERO	2800	2012	4,500,000.00	50,000	20,000	17/09/2020
7	KBL 339G	PASSAT	1800	2011	3,900,000.00	30,000	20,000	17/09/2020
8	GKB547M	PRADO	2980	2016	10,040,000	150,000	30,000	17/09/2020
	GKB 679U	TOYOTA FORTUNER	2700	2017	8,300,000	70,000	30,000	17/09/2020
9	GKB 727V	TOYOTA FORTUNER	2700	2017	8,300,000	70,000	30,000	07/05/2021
10	GKB 732V	TOYOTA FORTUNER	2700	2017	8,300,000	70,000	30,000	07/05/2021

RC - Radio Cassette
W/S - Windscreen

2.0 CLASS OF POLICY: - MOTOR COMMERCIAL

This policy provides cover against loss and or damage to the motor vehicle and its accessories and spare parts whilst thereon, indemnify against all sums including claimants costs and expenses which the NG-CDF Board is legally liable to pay in respect of death or bodily injury to any person or damage to property. The cover under the policy is comprehensive.

S/NO	REG/NO	MAKE	C.C.	YEAR	VALUE	W/S	R/C	EXPIRY OF INSURANCE
1	GK A184 R	Toyota Hilux	2494	2008	2,340,000.00	50,000	10,000	17/09/2020
2	GK A186 R	Toyota Hilux	2494	2008	2,320,000.00	50,000	10,000	17/09/2020
3	GK A188 R	Toyota Hilux	2494	2008	2,330,000.00	50,000	10,000	17/09/2020
	GKA 189R	Toyota Hilux	2494	2008	2,330,000.00	50,000	10,000	17/09/2020

S/NO	REG/NO	MAKE	C.C.	YEA R	VALUE	W/S	R/C	EXPIRY OF INSURANCE
4	GKB 950F	Toyota Hilux	2494	2014	12,041,427.00	100,000	40,000	17/09/2020
5	GKB 952F	Toyota Hilux	2494	2014	6,014,427.00	70,000	20,000	17/09/2020
6	GKB 954F	Toyota Hilux	2494	2014	6,014,427.00	70,000	20,000	17/09/2020
7	GKB 955F	Toyota Hilux	2494	2014	6,014,427.00	70,000	20,000	17/09/2020
8	GKB114R	TOYOTA VAN	2400	2016	6,500,000	80,000	30,000	17/09/2020
	GKB 699U	TOYOTA VAN	2450	2017	6,700,000	50,000	20,000	17/09/2020
9	GKB 600U	TOYOTA HILUX	2700	2017	7,300,000	70,000	30,000	17/09/2020
10	GKB 602U	TOYOTA HILUX	2700	2017	7,300,000	70,000	30,000	17/09/2020
11	GKB 594U	TOYOTA HILUX	2700	2017	7,300,000	70,000	30,000	17/09/2020
12	GKB545M	TOYOTA HILLUX	2450	2016	5,800,000	70,000	20,000	17/09/2020

3.0 CLASS OF POLICY: - PUBLIC LIABILITY INSURANCE

This policy provides indemnity against all sums the NG-CDF Board becomes legally liable to pay for compensation in respect of bodily injuries, illness of any person or loss of or damage to third parties property whilst within NG-CDF Board Offices and legal cases in defense of claim under public liability.

The policy includes covers for the employer against suits brought about by claims for damages by employees including casual workers who may be injured in the course of their duties which may be as a result of negligence or any other course. The liability shall be derived from the court awards.

Limits of indemnity	any one Accident	any one period
General liability Claims	Kshs. 5,000,000	Unlimited

4.0 CLASS OF POLICY: - WORK INJURY AND BENEFITS ACT (WIBA)

This policy is expected to provide cover to all category of employees of the NG-CDF Board either permanent, casuals or on short term contract against accidental death and or bodily injury caused by violent accidental external and visible means for occupational and non occupational accidents on a twenty four hour (24) worldwide basis including flying a fare paying passenger or a scheduled chartered air aircraft for all employees of the NG-CDF Board.

The intension of the NG-CDF Board is a hybrid cover that complies with the Work Injury Benefit Act as well as the Board's need for non occupational injury risk during the period of their employment with NG-CDF Board.

Medical limits	Kshs. 250,000
Duration of insurance	1 year
Benefits	8 yrs basic salary
Sum assured	308,720,640.00
Number of Officers to be covered and their annual earnings appendix 1	337

Note. Medical expenses for the Chief Executive Officer is Kshs 2.5 Million under this cover

4.0 CLASS OF POLICY: - GROUP PERSONAL ACCIDENT (DIRECTORS)

This policy is expected to provide cover to the 7 Directors on twenty four (24) hour basis, 7 days a week when directors are on official NG-CDF duty as shown in the matrix below.

The expected benefits are:-

Cover	Kshs
Death	2,000,000
Permanent Total Disability (PTD)	2,000,000
Temporary Total Disability (TTD)	2,000,000
Medical Expenses	2,000,000 per person per accident
Number of Officers to be covered details of which are in appendix 2	7
Sum Assured	54,642,857.00

6.0 CLASS OF POLICY: - BURGLARY INSURANCE

This policy provides cover against theft of the under listed property within the NG-CDF Board Offices against any violent entry into or exit from the premise

DESCRIPTION OF PROPERTY

Fittings, furniture and utensils, office equipment, partitions, unused stationary, fuel, tyres and tubes, and all other contents not otherwise insured at Harambee Plaza offices, Nairobi estimated value of **Kshs. 4,789,000**

First loss sum insured Kshs. 800,000.00

ITEMS	QTY	UNIT PRICE	TOTAL
Executive Table	1	250,000	250,000
Executive Chair	3	50,000	150,000
Small Executive Table	3	160,000	240,000
Visitors Chairs	44	30,000	1,320,000
Board room table	2	100,000	200,000
Table Chairs	10	20,000	200,000
Office Seats	25	10,000	250,000
Office Table	25	15,000	375,000
Visitor Seats	25	5,000	125,000
Calculators	10	1000	10,000
Couches	2	50,000	100,000
Water Dispenser	4	25,000	140,000
Cabinet	70	5,000	350,000
Coat Hanger	5	1,000	5,000
Officers Chair	40	2,000	82,000
Visitors 5 Seater Sofa	3	50,000	150,000
2 Burner Cooker	1	7,000	7,000
Scanner	1	5,000	5,000
Side Board	2	25,000	50,000
Tender Box	2	20,000	40,000
Samsung fridge	2	30,000	60,000
Ramtons Micro wave	1	10,000	10,000
Boardroom executive chairs	20	30,000	600,000

Bulk Filing Cabinet	8	850,000	6,800,000
9Conference table in the region offices	9	100,000	900,000
20 Leather Chairs	20	70,000	1,400,000
TOTAL			8,789,000

7.0 CLASS OF POLICY: - MONEY INSURANCE

This policy is expected to cover against the risk of loss of money and damaged safes which includes cash and cheques occasioned by robbery or theft of cash/open cheques or any other cause whatsoever whilst or in transit to and from CDF offices which includes the Regional offices.

LOCATION	CASH IN TRANSIT (Kshs)	SAFE VALUE (Kshs)
Head Office	300,000	300,000
Coast Region, Mombasa	200,000	
Nyanza, Kisumu	200,000	
Eastern, Embu	200,000	
North Eastern, Garissa	200,000	
Central, Nyeri	200,000	
Western, Kakamega	200,000	
South Rift, Nakuru	200,000	
North Rift, Eldoret	200,000	
Nairobi	200,000	
Total		300,000

Limits of Liability

Sum Assured

Estimated annual carryings

Kshs25, 000,000

Cash in Transit (Head Office)

Kshs. 300,000

Cash in transit (Per Region)

Kshs. 200,000

8.0 CLASS OF POLICY: FIDELITY GUARANTEE

The policy provides cover against any acts of fraud or dishonesty, stealing embezzlement or misappropriation by employees of CDF Board.

Limits of Liability

Sum Assured

6,300,000.00

All employees insured

337

Limits of indemnity

Kshs. 3,000,000 per one
incident

Discovery period:

24 months

9. DIRECTOR AND OFFICERS LIABILITY

The policy is to cover the directors and senior officers from the risks arising from negligence in the course of executing their duties as policy/decision makers and employees respectively.

Limits of Liability	Sum Assured
Directors	7
Senior Officers	10
Limits of indemnity	Kshs. 10,000,000.00 per loss
Discovery period:	24 months

10.0 COMPUTER ALL RISK INSURANCE AND OTHER ELECTRONIC EQUIPMENT

This policy will provide cover against theft, vandalism, loss or damage caused by incorrect operation, negligence or malicious acts of employees or third parties, robbery, faulty design and material short circuit, excessive voltage, fire, lightning and explosion, scorching, charring, smoke, forces of nature (e.g. floods, storm,) within the CDF Board Offices in Harambee Plaza, Nairobi.

ASSET NAME	COST
Conference chairs	487500
Shredding machine	380000
Chair	37200
Chair	37200
Chair	37200
Chair	37200
Chair	37200
Chair	37200
Chair	37200
Chair	37200
Chair	37200
Chair	37200
Chair	37200
Partitions	3706702
Chairs	37200
Chairs	52300
Chairs	39300
Chairs	33000
Chairs	4200
1 cabinet	13200
Cupboard	120000
Reception desk	32364
1 Coat hanger	4400
1 Coat hanger	4400
1 Coat hanger	4400

1 Coat hanger	4400
1 Coat hanger	4400
1 Coat hanger	4400
1 Coat hanger	4400
1 Coat hanger	4400
1 Coat hanger	4400
1 Coat hanger	4400
Chair	21530
Chair	21530
Chair	21530
Chair	21530
Chair	21530
Chair	21530
Chair	21530
Chair	21530
Chair	21530
Chair	21530
Chair	21530
Chair	21530
Chair	21530
Chair	21530
Chair	21530
Chair	21530
Chair	21530
Chair	21530
Chair	21530
Chair	21530
Chair	21530
scanner	8000
1 Headset	2500
1 Headset	2500
1 Headset	2500
1 Headset	2500
1 Headset	2500
1 Headset	2500
1 Headset	2500
1 Headset	2500
1 Headset	2500
1 Headset	2500
1 Headset	2500

1 Headset	2500
1 Headset	2500
1 Headset	2500
1 Headset	2500
2 Headset	5000
1 Headset	2500
1 Headset	2500
2 Headset	5000
1 Headset	2500
1 Headset	2500
Fax	29000
Photocopier	184440
Air fan	6000
water dispenser	12395
Chairs	58434
Other office equip.	59500
Chairs	50200
Curtains	3400
water dispenser	12000
Room heater	2200
T.V stand	7000
8 cabinets	94792
Chairs	45456
1 cabinet	11995
Visitors chairs-9 @5,779	52011
Kitchen appliances	6948
1 cabinet	21000
1 cabinet	21000
Tender box	34950
Photocopier	1983600
Maintenance kit	86536
Projector	180000
Chair	33369
Chair	33369
Chair	33369
Chair	33369

1 cabinet	20360
1 cabinet	20360
1 cabinet	20360
1 cabinet	20360
3 cabinets	61080
1 cabinet	20360
1 cabinet	20360
1 cabinet	20360
1 cabinet	20360
2 cabinets	40720
1 cabinet	20360
1 cabinet	20360
1 cabinet	20360
1 cabinet	20360
1 cabinet	20360
1 cabinet	20360
1 cabinet	20360
1 cabinet	20360
1 cabinet	20360
1 cabinet	20360
1 cabinet	20360
1 cabinet	20360
Partitions	3402593
1 cabinet	19900
Photocopier	754200
3 Exec. High back chairs	164095
2 steel shelves	79224
15 Pcs low back visitors chairs	277500
5 seater sofa set	375965
6 Visitors chairs	54900
2 High back chairs	74800
Exec. High back chair	39850
10 junior exec. Chairs	325000
2 3-in-1 Reception chairs	79000
20 Leather conference chairs	748000
T.V stand	55780
Conference table	810000

14 Steel cabinets	680400
4-in-1 work station	268500
Coffee table	42500
Reception desk	215950
4 chair oval mounting table	168650
3 Flat screen T.V 32	137985
Fridge	54890
2 in & out tray	13000
Shredder	58000
PABX	1999584
LCD SCREEN	119400
CABINET	490000
TABLE	74289
TABLE	24500
TABLE	5454937
RECO	3177080
CABINET	1200000
20 LATHER CHAIRS	1800000
9 conference tables	1170000
5 fire proof cabinet	1900000
2 CHAIRS	280000
3 CASHBOXES	45000
Fire proof safe	170000
8 WORK STATION	600000
8 TACK BOARDS	200000
8 CHAIRS	360000
partitioning	850000
VIDEO CAMERA	980000
12 digital cameras	239400
partitioning	384943
2 FIRE PROOF SAFES	490000
COMPUTER	32,376,624.36
PARTITIONING AND REPAIRS	4465075.5
DESKTOP TABLE	186500
TELEVISION	101985
EXECUTIVE CHAIRS	2415000

CABINET SHELF	325000
ORTHOPEDIC CHAIRS	2055000
VISITORS CHAIRS	600500
EXECUTIVCE CHAIRS	1129620
PARTITIONING AND REPAIRS	7196741.5
FURNITURE	7196741.5
FURNITURE	7196741.5
OFFICE EQUIPMENT	5950000
FURNITURE	1560000
FURNITURE	1500000
FURNITURE	638335
OFFICE CHAIRS	749500
SYSTEM DOCUMENTATION	1262080
TELEVISION	117990
TELEVISION	229990
WINDOW BINDERS	1500000
TOTAL	121,277,473.36

11.0 CLASS OF POLICY: - GROUP MEDICAL INSURANCE COVER (Staff)

This policy is to cover all medical services to staff and their families up a maximum of 5 members of the family. The policy provides cover to the officer's children up age 22 years or college level so long as there is a valid proof that the child is under the care of the parent. There shall be no exclusions under this policy up to a maximum of Kshs 2,500,000 (In patient) and 250,000 (outpatient) per officer as detailed below and at least **five** members of the family. The policy is to cover the doctors reimbursement, chronic illness i.e. HIV related sickness, High Blood Pressure, Diabetics, Maternity, optical and dental. The benefits is restricted to one spouse

Optical cover per family shall include provision of glasses and shall not be less than Kshs.30, 000 per year. Dental cover per family shall not be less than Kshs. 30,000 per year.

Maternity-Kshs.150, 000 (Per Family)

Total No of Employees: **337**

Estimated population:

Sum Assured: **215,800,000.00**

OUT PATIENT LIMITS

Cover Category	Out Patient Limit (Kshs)	No of Officers	Spouse	Children	Population	Total Cover
Grade 1	250,000	0	0	0	0	0
Grade 2-----Q	250,000	3				
Grade 3-----P						
M+3	250,000	5				
Grade 4-----N						
M+3	250,000	5				
Grade 5-----M						
M+3	180,000	1				
Sub Total		15				
Grade 6-----L						
M+4	150,000	140				
Sub Total	150000	140				
Grade 7-----K						
M	150,000					
M+1	150,000					
M+2	150,000					
M+3	150,000					
Sub Total		30				
Scale 8-----J						
M	120,000					
M+2	120,000					
M+3	120,000					
M+4	120,000					
Sub Total		137				
Grade 9-----H						
M+4	120,000					
M+4	120,000					
Sub Total		7				
Grade 10-----G						
M	100,000					
M+1	100,000					
M+3	100,000					
M+4						
Sub Total		15				
Grade 11						
M+2	100,000					
M + 3	100,000					
M + 4	100,000					
M+3	100,000					
Sub Total						
Directors	250,000.00	7				
Grand Total		350				

IN - PATIENT LIMITS

IN - PATIENT LIMITS				
Cover category	In -Patient limit (Kshs.)	Family size	Employee Population	Total Value
GRADE 1	0.00	0	0	0
GRADE 2	1,300,000.00		3	3,900,000
GRADE 3-4	1,300,000.00		10	14,300,000
GRADE 5	1,100,000.00		1	1,100,000
GRADE 6 & 7	950,000.00		170	180,500,000
GRADE 8 & 9	800,000.00		144	88,000,000
GRADE 10 - 13	750,000.00		15	12,750,000
Directors	2,500,000.00		7	22,500,000
Total			350	323,050,000.00

12.0 CLASS OF POLICY: - GROUP MEDICAL INSURANCE COVER (DIRECTORS)

This policy is to cover all medical services to directors while on official duty. There shall be no exclusions under this policy up to a maximum of Kshs 2,500,000 (In - patient) and Kshs. 250,000 (out - patient) per director.

Benefits: **Comprehensive** coverage of Kshs 22,500,000 for In – Patient Kshs 2,250,000 for out patient

Total Sum assured Kshs 202,500,000

No. of Directors 7

The number of directors to be insured is 7, but currently we don't have directors on board.

Kindly quote Group Medical Insurance Cover for 7 directors so as to effect once they are being appointed.

Directors premium quoted

7 -----

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
.....[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 _____ 2005

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Form

No.	Particulars of Insurance	Value to be insured in Kshs	Amount quoted	Risks to be covered
1.	Motor Private Insurance Policy	68,860,000.00		Comprehensive
2.	Motor Commercial Policy	80,304,708.00		Comprehensive
3.	Public Liability Insurance	5,000,000.00		All risks
4.	Work Injury Benefits insurance	308,720,640.00		Injury
5.	Group Personal Accident (Directors) Insurance	54,642,857.00		Accident
6.	Burglary Insurance Policy	3,890,000.00		Loss & Damage
7.	Money Insurance Policy	25,000,000.00		All risks
8.	Fidelity Guarantee Policy	6,300,000.00		Loss
9.	Directors and Officers Liability	10,000,000.00		Loss
10.	Computer All Risk Insurance Policy	32,376,624.36		All Risks
11.	Group Medical Insurance Cover (Staff)	215,800,000.00		Medical
12.	Group Medical Insurance Cover (Directors)	20,000,000.00		Medical
	Total	830,894,829.36		

Contract Form

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

WHEREAS the Procuring entity invited tenders for the GPA cover and has accepted a
tender by the tenderer for the supply of the services in the sum of _____
_____ [contract price in words in
figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Which ever applies to your type of business

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

Part _____ General:

Business Name
 Location of business premises
 Plot No. Street/Road
 Postal Address Tel. No.Fax Email
 Nature of business
 Registration Certificate No.

Maximum value of business which you can handle at any one time Kshs.
 Name of your bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age
 Nationality Country of origin
 Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public
 State the nominal and issued capital of the company –
 Nominal Kshs..
 Issued Kshs.....

Give details of all directors as follows

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

Date..... Signature of Tenderer

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

TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____
_____ 20 _____

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

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)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

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 of20.....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