

REPUBLIC OF KENYA



THE COUNTY GOVERNMENT OF NANDI

STANDARD TENDER DOCUMENT

FOR

PROCUREMENT OF MEDICAL INSURANCE SERVICES

TENDER NO: NDCG/T/02/2017-2018

COUNTY GOVERNMENT OF NANDI
P.O BOX 802-30300, KAPSABET
Website: www.nandi.go.ke

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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.

(b) 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 County Government of Nandi..

SECTION I - INVITATION FOR TENDERS

Date: 13TH OCTOBER, 2017

TENDER NO: NDCG/T/02/2017-2018

TENDER NAME: PROVISION OF MEDICAL INSURANCE SERVICES

- 1.1 Nandi County invites sealed tenders from eligible candidates for PROVISION OF MEDICAL INSURANCE SERVICES.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Supply Chain Management Offices Room 112 during normal office working hours.
- 1.3 A complete set of tender documents may be downloaded free of charge by interested candidates from the county website: www.nandi.go.ke.
- 1.4 Prices quoted should be net inclusive of all taxes, and 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 Kapsabet Town Hall former municipal council addressed to the County Secretary — Nandi County P.O Box 802-30300 KAPSABET so as to be received on or before **20TH October, 2017 by 12: 00 noon.****
- 1.6 Tenders will be opened immediately thereafter in the presence of the Tenderers or candidates representatives who choose to attend at the Town Hall Kapsabet.

**AG. HEAD OF SUPPLY CHAIN MANAGEMENT
FOR: COUNTY SECRETARY**

SECTION II - INSTRUCTION TO TENDERERS

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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 County Government of Nandi 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 County Government of Nandi. 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 County Government of Nandi., 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 shall be FREE.
- 2.2.3 The County Government of Nandi 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 County Government of Nandi. by post, fax or by email at the County Government of Nandi's address indicated in the Invitation for tenders. The County Government of Nandi. 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 County Government of Nandi.. 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 County Government of Nandi 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 15%.

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the County Government of Nandi., 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 County Government of Nandi., 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 County Government of Nandi., 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 County Government of Nandi'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 not exceed two per cent (2%) of the tender price.
- 2.12.3 The tender security is required to protect the County Government of Nandi. 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 County Government of Nandi. 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: if
- (a) 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 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the County Government of Nandi. as non-responsive.
- 2.13.2 In exceptional circumstances, the County Government of Nandi 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 copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) be addressed to the County Government of Nandi. 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
- 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 County Government of Nandi will assume no responsibility for the tender’s misplacement or premature opening.

2.16. Deadline for Submission of Tenders

Tenders must be received by the County Government of Nandi at the address specified under paragraph 2.15.2 not later than **20/10/2017 at 12:00 Noon**

- 2.16.1 The County Government of Nandi. 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 County Government of Nandi. 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 County Government of Nandi 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 County Government of Nandi. 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 County Government of Nandi will open all tenders in the presence of tenderers' representatives who choose to attend, **20/10/2017 at 12.00 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 County Government of Nandi., at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The County Government of Nandi 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 County Government of Nandi 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 County Government of Nandi. in the County Government of Nandi'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 County Government of Nandi 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 County Government of Nandi 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 County Government of Nandi 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 County Government of Nandi 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 County Government of Nandi and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

221.1 Where other currencies are used, the County Government of Nandi 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

222.1 The County Government of Nandi will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

222.2 The County Government of Nandi'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

222.3 Pursuant to paragraph 2.22.2. The following evaluation methods will be applied.

(a) Operational Plan

(i) The County Government of Nandi 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 County Government of Nandi'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 the 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 County Government of Nandi may consider the alternative payment schedule offered by the selected tenderer.

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

2.23. Contacting the County Government of Nandi.

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the County Government of Nandi 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 County Government of Nandi 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 County Government of Nandi 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 County Government of Nandi 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 County Government of Nandi 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 County Government of Nandi. 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. The County Government of Nandi's Right to accept or Reject any or all Tenders

- 2.26.1 The County Government of Nandi 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 County Government of Nandi's action. If the county government of Nandi determines that none of the tenders is responsive, it shall notify each tenderer who submitted a tender.
- 2.26.2 The County Government of Nandi 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 its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the County Government of Nandi 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 County Government of Nandi 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 County Government of Nandi 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 County Government of Nandi notifies the successful tenderer that its tender has been accepted, it 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 County.
- 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 County Government of Nandi.
- 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 County government 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 County Government of Nandi 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 county Government of Nandi 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: Instructions to Tenderers

(1) General information

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 tenderers	Particular of appendix to instruction to tenderers											
2.1	-Insurance Under writing companies licensed by the Insurance Regulatory Authority to transact business in Kenya. -The Insurance brokers and agents are not eligible for participation.											
2.12 Tender Security	Tender Security required shall be 2% of the tender sum valid for 150 days after date of tender opening and from PPOA/PPRA authorized firms.											
2.13 Tender Validity	The tender shall remain valid for 120 days after date of tender opening.											
2.14.1 Number of Copies required	Original and one copy of the tender documents shall be submitted.											
2.15.2 Date, Day and time of Tender opening	Tenders shall be opened on 20 th October 2017 at 12:00 Noon											
2.16.2	The Bulky tenders shall be submitted to the Office of the Supply Chain Management and shall be dully registered and signed for by the person submitting the tender.											
2.20.2	The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.											
2.20.4/2.20.5	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">MANDATORY REQUIREMENTS</th> <th style="width: 20%;">Y/NO</th> </tr> </thead> <tbody> <tr> <td data-bbox="813 1470 1347 1680">(i) MUST Submit tender security of 2% of the tender sum from a PPOA/PPRA authorized organization. Valid for 150 days from the date of opening.</td> <td data-bbox="1347 1470 1526 1680"></td> </tr> <tr> <td data-bbox="813 1680 1347 1795">(ii)Must Submit valid Certificate from Commissioner of Insurance for current year (2017) as Medical Insurance Provider</td> <td data-bbox="1347 1680 1526 1795"></td> </tr> <tr> <td data-bbox="813 1795 1347 1860">(iii)Must submit Registration certificate as a member of AKI for the current year 2017</td> <td data-bbox="1347 1795 1526 1860"></td> </tr> <tr> <td data-bbox="813 1860 1347 1919">(iv)Submit a copy of Valid Tax Compliance Certificate from KRA</td> <td data-bbox="1347 1860 1526 1919"></td> </tr> </tbody> </table>		MANDATORY REQUIREMENTS	Y/NO	(i) MUST Submit tender security of 2% of the tender sum from a PPOA/PPRA authorized organization. Valid for 150 days from the date of opening.		(ii)Must Submit valid Certificate from Commissioner of Insurance for current year (2017) as Medical Insurance Provider		(iii)Must submit Registration certificate as a member of AKI for the current year 2017		(iv)Submit a copy of Valid Tax Compliance Certificate from KRA	
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(iii)Must submit Registration certificate as a member of AKI for the current year 2017												
(iv)Submit a copy of Valid Tax Compliance Certificate from KRA												

	(v)Submit a copy of certificate of Incorporation.	
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	(vi) Submit a signed and stamped letter of commitment to abide by the SRC medical cover limits.	
	(vii) Must submit a serialized document (pagination).	
2.22/2.24	TECHNICAL EVALUATION (POST QUALIFICATION)	SCORES
	(i) Must give a list of 5 (five) current reputable clients from public institutions (Attach LSO/Contact agreement) 5 marks	
	(ii) The cover for each institution should be at least 2,000 employees together with the total client premiums for the last two years (2015-2016). (Attach contract document) (5 marks)	
	(iii) List a minimum of ten (10) key professional staff and specify portfolio/tasks (Attach CVs for the personnel) (10 marks)	
	(iv) Liquidity (a) Submit a copy of certified audited accounts for the year 2016 showing the following ratios:- (a) Profitability margin (i) A margin above 30% will score 10 marks; (ii) 10-29 % 5marks; (iii) 1-9% - 1marks and (iv) below 1% 0 marks (b) Liquidity Ratio (i) 2:1 – 10 marks; (ii) 1:1 – 5marks; (iii) 0.5:1- 1marks (iv) less than 0.5:1- 0 marks	
	(c) Must have done annual gross premiums in previous 3 years of Kshs.600,000,000. 00 (15 Marks)	
	(c) Must have paid up capital of at least Kshs.500, 000,000.00 for insurance companies. (attach evidence) (10 marks)	
	(v) Exclusions (List 5 Exclusions) . The exclusions provided in the cover will be evaluated, the fewer the exclusions, the higher the scores. (5 Marks)	
	(vi) List at least 5 additional benefits to the cover. (5 Marks)	
	(vii) Meets all the requirement listed in the special condition in SECTION V (10 Marks)	
	(viii) Provide a list of health facilities from Major towns:	

	<p>(a) Health facilities within Eldoret to include; Mediheal, St. Lukes, Eldoret Hospital MTRH and Reale. (5marks)</p> <p>(b) Specialize facilities to include list of service providers offering specialized services(Dental, Optical and Gynecology) (5marks)</p> <p>(c) Give list of facilities in other major towns in Kenya outside Eldoret (5 marks)</p>	
	TOTAL TECHNICAL	100

To be eligible for the Financial Evaluation, tenderers must score at least **(70%)** at the Technical Evaluation Stage.

NOTE:

In addition to Technical Evaluation criteria the service provider MUST demonstrate in writing that the cover will include the following conditions in both In-patient and Out-patient.

CONDITION	YES/NO
Chronic conditions	
1 st Emergency C/section	
Congenital	
Pre-existing conditions	
HIV/AIDS	
Ambulance and air evacuation	
Last expense	
Maternity – within the SRC limit provided	
Dental – within the SRC limits provided	
Optical – within the SRC limits provided	

N/B – Indicate Yes or No against the conditions listed above.

SECTION III - GENERAL CONDITIONS OF CONTRACT

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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 County Government of Nandi 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 County Government of Nandi under the Contract.
- (d) “The County Government of Nandi (COUNTY GOVERNMENT OF NANDI) 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 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 County Government of Nandi’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 County

Government of Nandi. 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 County Government of Nandi'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 County Government of Nandi. and shall be returned (all copies) to the County Government of Nandi on completion of the contract's or performance under the Contract if so required by the County.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify the County Government of Nandi. 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 County Government of Nandi 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 County Government of Nandi 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 County Government of Nandi. 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 County Government of Nandi 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 County Government of Nandi in the schedule of requirements and the special conditions of contract

3.8. Payment

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

382. Payment shall be made promptly by the County Government of Nandi, not 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 County Government of Nandi'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 county Government within 30 days of receiving the request.

3.10. Assignment

3.10.1 The Service provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with COUNTY GOVERNMENT OF NANDI's prior written consent.

3.11. Termination for Default

3.11.1 COUNTY GOVERNMENT OF NANDI may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service provider terminate this Contract in whole or in part:

- (a) If the 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 COUNTY GOVERNMENT OF NANDI.

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

3.11.2 In the event COUNTY GOVERNMENT OF NANDI 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 Service provider shall be liable to COUNTY GOVERNMENT OF NANDI for any excess costs for such similar services. However the Service provider shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 COUNTY GOVERNMENT OF NANDI may at any time terminate the contract by giving written notice to the Service provider if the Service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to COUNTY GOVERNMENT OF NANDI.

3.13. Termination for Convenience

3.13.1 COUNTY GOVERNMENT OF NANDI by written notice sent to the 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 COUNTY GOVERNMENT OF NANDI convenience, the extent to which performance of the Service provider 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 COUNTY GOVERNMENT OF NANDI may elect to cancel the services and pay to the Service provider an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 COUNTY GOVERNMENT OF NANDI and the Service provider 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 Service provider 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

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist COUNTY GOVERNMENT OF NANDI 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 COUNTY GOVERNMENT OF NANDI 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.

Reference of general conditions of contract	Special condition of contract
3.6 Delivery of services	w.e.f 1st November, 2017 – 31 st October, 2018 .
3.7 Performance security	The successful bidder will furnish COUNTY GOVERNMENT OF NANDI with a performance security equivalent to 5% of the bid price within 30 days from the date of notification of award.
3.8 Payment	Payment shall be done as per the contract Agreement.
3.9 Price adjustment	There shall be no price variation for this contract
3.16 Applicable Law	Disputes to be settled as per the Arbitration Laws of Kenya.
3.18 Notices	Client: County Secretary- COUNTY GOVERNMENT OF NANDI,P. O. Box 802-30300, Kapsabet.



SECTION V - SCHEDULE OF REQUIREMENTS

5.0 Background

The staff capacity to be covered is **Seventy** Employees (**70**).

However this number is expected to grow by close of the year. COUNTY GOVERNMENT OF NANDI has set aside funds for the provision of medical services for its staff, spouses and their dependants during the financial year 2017-2018 and the subsequent year. The funds are intended to finance in- patient and out-patient medical services.

The selected medical provider(s) shall ensure that controls and procedures are not unnecessarily bureaucratic and cumbersome. The information to be provided by tenderers knowledge and any misrepresentation shall render the tender non-responsive.

The successful service provider will be awarded a one year contract renewable once at the discretion of Nandi County depending on the performance of the service provider.

5.1 Medical service

The scope of service as follows:

5.1.1 Inpatient scheme

The inpatient scheme deals with illness or accidents that will lead to:-

- a) Admission to hospital;
- b) Treatment while in hospital; and
- c) Discharge from hospital and the cost of treatment thereof.

5.1.2 Out-patient scheme

The out-patient scheme deals with cases and illness and accidents not requiring admission into a hospital .Under this scheme, beneficiaries require examinations, diagnosis and speedy treatment at health clinics, hospitals etc with the aim of preventing any ailment or illness from growing into cases requiring hospitalization.

5.1.3 Additional information

The scheme shall cover the following conditions in both In – patient and Out patient:-

- Chronic conditions
- 1st Emergency C/section
- Congenital illness
- Pre-existing conditions
- HIV/AIDS
- Ambulance and air evacuation
- Maternity, dental and optical services within the cover limit.
- Last expense

5.1.4 Particulars of cover

The medical cover exclusions, where applicable, MUST be clearly stated on a separate cover giving specific details on each exclusion.

One must also provide;-

1. Full details of what the cover provides
2. Eligible expenses included in the in-patient cover
3. Full details of what the cover excludes

4. Dependents eligibility (Children 0-22 years or up to 25 years if in school and Member up to 61 years of age)

5.2 Network coverage

The bidder is required to provide the following:-

1. Full details of towns where the medical provider or Insurance Company is represented.
2. Full details of the medical cover outside Kenya and exclusions that are applicable

This is taking into consideration that COUNTY GOVERNMENT OF NANDI employees are situated all over the country and also the facts that;

- a) The Employee's do not necessarily stay with their family members ;some may be staying up country in their rural homes, and that
- b) COUNTY GOVERNMENT OF NANDI members of staff frequently travel out of the country on official duties.

5.3 Preparation of Your Proposal

1. Give a detailed report on how the cover is going to be administered,
2. Give an analysis on how the service provider intends to address the following issues/procedures:-
 - a) Admission of members into the cover,
 - b) Admission of members with pre-existing conditions into the cover
Members to be covered fully in in-patient limit with no sub-limits
 - c) Admission of HIV/AIDS related cases to the cover to be covered fully with no sub-limits,
 - d) Procedure to be followed for overseas cover.
 - e) Procedures to be followed to access last expense.

6.0 MANDATORY QUALIFYING REQUIREMENTS FOR UNDERWRITERS

The underwriters shall possess the mandatory requirements described under clauses in the **instruction to tenderers appendix** and as briefly explained below:-

a) Registration under the Companies Act cap 486,

The insurance companies should be limited liability companies registered under the Companies Act and must have been in existence and underwriting the business recommended for a minimum period of seven years in the respective business quoted for i.e. General Business or life Business. The registered office and physical address of the insurance company must be indicated. A copy of the registration/Incorporation must be attached.

b) Registration with regulator of the Insurance Regulatory Authority for 2017

The proposed insurance companies shall be registered with the regulatory of the insurance Regulatory Authority for the year 2017.

A copy of the current license must be attached. The copy must be certified by the office of the insurance Regulatory Authority.

c) Registration as member of Association of Kenya Insurers (AKI) for 2017.

d) Audited financial statements as the recommended underwriters for the latest two (2) financial years.

e) Premium Turnover

The underwriter shall have underwritten the following gross premium for the year 2016.

- i. General Business; Annual Gross Premium of kshs 500 million under General Business excluding Motor Vehicle portfolio.

SPECIAL NOTES – GROUP MEDICAL COVER FOR STAFF

8.1.1 Cover Limits

Assumption: All families are M+5

N/B The limits provided below apply to one family

8.1.1 Cover Limits

Assumption: All families are M+5

N/B The limits provided below apply to one family

<u>Job Group</u>	<u>NO</u>	<u>Inpatient Annual Limit (Ksh)</u>	<u>Outpatient Annual Cover (Ksh)</u>	<u>Maternity Cover Limit (Ksh)</u>	<u>Dental Cover Annual Limit (Ksh)</u>	<u>Optical Cover Annual (Ksh)</u>
5	1	10,000,000.00	300,000.00	150,000.00	75,000.00	75,000.00
6	1	5,000,000.00	250,000.00	150,000.00	30,000.00	35,000.00
7-8	17	2,000,000.00	250,000.00	150,000.00	30,000.00	35,000.00
R-T	23	2,000,000.00	250,000.00	150,000.00	30,000.00	35,000.00
K-Q	32	1,500,000.00	200,000.00	100,000.00	30,000.00	25,000.00
TOTAL	70					

8.1.2. CLASS OF INSURANCE COVER

Cover for in-patient and out-patient medical expenses including provision of funeral expenses (where a member dies in office) for members of staff.

8.1.3. INSURED PERSONS

The scheme shall cover 70 members of staff and their dependants. The size of the family is a maximum of 1 member, a spouse and four children aged 0-22 years or up to 25 years if in school.

8.1.4 OTHER SPECIAL NOTES

The cover shall include the following conditions:-

- (i) Treatment of HIV/Aids opportunistic conditions including anti-retroviral therapy and CD-4 counts
- (ii) Medical check ups
- (iii) Home care nursing treatment of pre-existing medical conditions
- (iv) Treatment of chronic illness
- (v) Treatment for any injuries or sickness sustained as a result of riot, strike and kindred risks
- (vi) Treatment of congenital defects

- (vii) Provision of six weeks medical cover to employees whenever travelling outside the country
- (viii) Provision of private wards to members insured under category A and semi private for those insured under category B.

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 County Government of Nandi..
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 County Government of Nandi..

FORM OF TENDER

Date:

Tender No. NDCG/T/02/2017-2018

**To: County Secretary
County Government of Nandi
P.O Box
802,30300
Kapsabet.**

Gentlemen and/or Ladies:

1. Having examined the Tender documents including Addenda Nos. 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 _____ 2 _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE FORM

ITEM NO.	DESCRIPTION OF INSURANCE COVER/MEDICAL COVER	TOTAL PREMIUM (KSHS.)/COST
1.		
2.		
3.		
4.		
5.		

CONTRACT FORM

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

WHEREAS the County Government of Nandi. 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 County Government of Nandi’s Notification of Award
3. In consideration of the payments to be made by the County Government of Nandi. to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the County Government of Nandi. to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The County Government of Nandi. 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 County Government of Nandi.)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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 County Government of Nandi.*] (hereinafter called <the County Government of Nandi.> in the sum of [*state the amount*] for which payment well and truly to be made to the said County Government of Nandi., 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 County Government of Nandi. on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the County Government of Nandi. 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 County Government of Nandi. up to the above amount upon receipt of its first written demand, without the County Government of Nandi. having to substantiate its demand, provided that in its demand the County Government of Nandi. 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 County Government of Nandi.]

WHEREAS [name of tenderer]
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____
_____ [reference number of the contract] dated2016 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 County Government of
Nandi.

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:-

SIGNED FOR ACCOUNTING OFFICER