



**NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY**

**TENDER FOR**

**PROVISION OF INSURANCE COVERS I.E GROUP LIFE, GROUP PERSONAL ACCIDENT (GPA), MONEY INSURANCE (CASH IN TRANSIT, CASH IN SAFES, FIDELITY GUARANTEE), MOTOR VEHICLE AND FIXED ASSETS.**

**INSURANCE BROKERS ONLY.**

**TENDER NO. NEMA/T/12/2019-2020**

**CLOSING 13<sup>th</sup> AUGUST 2019 11.00 AM.**

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## **INTRODUCTION**

National Environmental Management Authority, NEMA is an Authority established to Exercise general supervision and co-ordination over all matters relating to the Environment and to be the principal instrument of Government in the implementation of all policies relating to the environment.

The Authority wishes to engage the services of Insurance brokerage firms to provide various Insurance covers i.e. Group Life, Group Personal Accident (Gpa), Money Insurance (Cash In Transit, Cash In Safes, Fidelity Guarantee), Motor Vehicle And Fixed Assets from 1<sup>st</sup> September 2019 to 31<sup>st</sup> August 2020.

Interested eligible candidates are expected to respond to each class of insurance policy, comply with the requirements of the standard tender document for insurance services. The eligible candidate should also furnish us with the **Mandatory** requirements stipulated under the **Special Conditions of Contract contained in SECTION IV of this tender document.**

## **EVALUATION CRITERIA**

The mandatory requirements contained in APPENDIX TO INSTRUCTIONS TO TENDERERS & SECTION IV of this tender document will form the basis of the evaluation criteria.

## **TENDER SECURITY**

The interested eligible candidates must submit tender security of 1% of the total bid price in form of a bank guarantee for the broker and 2% for the Underwriter.

Insurance Brokerage Firms will be required to submit premium quotation from one reputable underwriter of best choice.

## **SECTION 1 - TENDER NOTICE**

**TENDER REF NO: NEMA/T/12/2019-2020**

**TENDER NAME: PROVISION OF INSURANCE SERVICES**

- 1.1 NEMA invites sealed bids from eligible candidates for Provision of Insurance Services
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at NEMA headquarters procurement section during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of Kshs 1,000/= in Bankers cheque OR CASH deposits payable to **NEMA Revenue Account, KCB – KICC Branch, Account Number 1102298158**, and submit the deposit slip, at the **cash office on Ground Floor**. NEMA Headquarters.
- 1.4 A complete set of tender documents may be DOWNLOADED free of charge from NEMA website [www.nema.go.ke](http://www.nema.go.ke) or from public procurement portal website [www.tenders.go.ke](http://www.tenders.go.ke). Bidders who will download the tender documents must forward their company details to this email; [procurement@nema.go.ke](mailto:procurement@nema.go.ke) to facilitate subsequent clarifications and/or addendum.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and subject and be deposited in the Tender Box at NEMA headquarters or be addressed to:  
**THE DIRECTOR GENERAL NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY, ELAND HOUSE, POPO ROAD, OFF MOMBASA ROAD P.O. BOX 67839 – 00200 NAIROBI. So as to be received on or before 11.00 a.m. on 13<sup>th</sup> August 2019.**
- 1.6 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.
- 1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at NEMA Headquarters

**CHIEF PROCUREMENT OFFICER**

**For: DIRECTOR GENERAL – NEMA**

## 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 price to be charged for the tender document shall not exceed Kshs.1,000/=
- 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 table of contents as per tenderer's submission is a must to ease perusal for evaluation, in regard to the under listed 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) Sound and manageable service level agreement

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 will be dictated by the Act (PPDA) of 2015 and its legislations on preferences

## **2.5 Amendment of Tender Documents.**

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

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

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

## **Language of Tenders**

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 (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.**

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

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

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

## **2.10. Tender Currencies**

**Prices shall be quoted in Kenya Shillings**

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

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

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

## **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 2 per cent of the tender price.

2.12.3 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

2.12.4 The tender security shall be denominated in Kenya Shillings and shall be in the form

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority (PPRA).
- d) Letter of credit.

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

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

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

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

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

2.13.1 Tenders shall remain valid for 90 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 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 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 13<sup>th</sup> August 2019.**

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.

2.15.5

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

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 **not later than 11.00am on 13<sup>th</sup> August 2019.**

2.16.2 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.

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

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

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the 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, at **11.00am on 13<sup>th</sup> August 2019**, and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

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

2.18.3 The 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. Currency**

2.21.1 The procuring entity will consider converted currencies to Kenya shilling only based on the selling exchange rate on the closing date of the tender 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

Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract.

Tenders will be evaluated on the basis of this base price.

Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment Schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the 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:-

- (b) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (c) Legal capacity to enter into a contract for procurement
- (d) 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.
- (e) 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 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 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**

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>
2.30.6	<b>ELIGIBLE BIDDERS - INSURANCE BROKERAGE FIRMS</b>
2.30.7	<p><i>EVALUATION CRITERIA</i>  <b>TENDER EVALUATION FORM</b></p> <p><b>I. Preliminary Evaluation</b>  The following documents are <b>mandatory and must be submitted by the Bidders, failure to which the tender will be treated as nonresponsive and rejected.</b></p> <ul style="list-style-type: none"> <li>• Copy of certificate of Incorporation.</li> <li>• Copy of PIN certificate</li> <li>• Current Tax Compliance certificate from the Kenya Revenue Authority</li> <li>• Copy of certificate of Registration as broker for the current period</li> <li>• Professional Indemnity Policy Schedule for the current period.</li> <li>• Copy of Current Membership Certificate of Association of Insurance Brokers of Kenya (AIBK).</li> <li>• Audited financial statements for the last three years.</li> <li>• Details of professional qualifications for at least 4 proposed key staff</li> <li>• Must have experience of at least five (5) years(Attach evidence).</li> <li>• Evidence of professional indemnity held by your firm</li> <li>• <b>Tender Security of 1% of the bid price in form of a bank guarantee.</b></li> <li>• Registration certificate from IRB</li> <li>• Letters of Recommendation from at least five of your major clients equivalent to NEMA size or above</li> <li>• Certificates from affiliated bodies/associations</li> <li>• Written confirmation by the tenderer that the firm <b><u>has not been</u></b> debarred as a supplier, service provider or consultant for goods and services in Kenya.</li> <li>• Company Profile to include management team, Board of directors</li> <li>• Complete the attached Confidential Business Questionnaire</li> </ul> <p><b>II. Technical Evaluation</b>  After preliminary evaluation of tenders, technical evaluation will be carried using the detailed criteria in</p>

	<p>Section iv. <b>III. Financial evaluation;</b> Only firms scoring 85% and above will have their financial bids evaluated. Recommendation for award will be to the lowest evaluated bidder.</p>
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NB: Only Brokerage Firms Attaining 85% and above will have their proposed Underwriter's bids evaluated at the preliminary stage.

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.30.4	<b>ELIGIBLE BIDDERS - INSURANCE UNDER WRITERS</b>
2.30.5	<p><u><i>EVALUATION CRITERIA</i></u></p> <p><b>III. Preliminary Evaluation</b>  The following documents are <b>mandatory and must be submitted by the Bidders, failure to which the tender will be treated as nonresponsive and rejected.</b></p> <ul style="list-style-type: none"> <li>• Copy of certificate of Incorporation.</li> <li>• Copy of PIN certificate</li> <li>• Current Tax Compliance certificate from the Kenya Revenue Authority</li> <li>• Professional Indemnity Policy Schedule for the current period.</li> <li>• Copy of Current Membership Certificate of Association of Kenya Insurance (AKI).</li> <li>• Audited financial statements for the last three years.</li> <li>• Details of professional qualifications for at least 4 proposed key staff</li> <li>• Must have experience of at least five (5) years. Attach evidence.</li> <li>• Evidence of professional indemnity held by your firm</li> <li>• <b>Tender Security of 2% of the bid price in form of a bank guarantee.</b></li> <li>• Registration certificate from IRA</li> <li>• Letters of Recommendation from at least five of your major clients equivalent to NEMA size or above</li> <li>• Certificates from affiliated bodies/associations</li> <li>• Written confirmation by the tenderer that the firm <b><u>has not been</u></b> debarred as a supplier, service provider or consultant for goods and services in Kenya.</li> <li>• Company Profile to include management team, Board of directors</li> <li>• Complete the attached Confidential Business Questionnaire</li> </ul> <p><b>IV. Technical Evaluation.</b>  After preliminary evaluation of tenders, technical evaluation will be carried using the detailed criteria in Section iv.</p> <p><b>III. Financial evaluation;</b> Only firms scoring 85% and above will have their financial bids evaluated.  Recommendation for award will be to the lowest evaluated bidder.</p>

**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” mean 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 superceded by provisions of other part of the contract

### **3.3.    Standards**

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

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

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 Kenya shilling and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority (PPRA).
- 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 charged by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices 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 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

### **3.10. Assignment**

- 3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the 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 fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
  - (b) If the Contractor fails to perform any other obligation(s) under the Contract
  - (c) If the 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 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.

#### **4.0 SECTION IV – SPECIAL CONDITIONS OF CONTRACT**

4.1 The new vehicles and staff will be taken on board as and when required with the same terms and conditions of the contract)

**4.1 Every Broker must propose Only One individual Best Underwriter per Category of Insurance, Failure to Meet This Requirement Will Lead to Automatic Disqualification.**

#### **EVALUATION OF BIDS**

##### **4.1.12 Preliminary Evaluation**

The Bids (both the brokers and underwriters) shall undergo preliminary evaluation for compliance with Mandatory requirements listed below and firms that do not comply with the mandatory requirements will be disqualified:

##### **4.1.13 EVALUATION CRITERIA**

The tender shall be evaluated in three stages namely:-

- Mandatory Evaluation of Brokerage Firms
- Mandatory Evaluation of Underwriter as proposed by the broker. (One underwriter per broker for each category of insurance cover.).
- Technical evaluation - 85% /100% shall be the Pass mark.
- Financial evaluation. –Lowest evaluated Bidder shall be recommended for award.

##### **Preliminary Evaluation for the broker.**

The following documents are **mandatory and must be submitted by the Bidders, failure to which the tender will be treated as nonresponsive and rejected.**

- Copy of certificate of Incorporation.
- Copy of PIN certificate
- Current Tax Compliance certificate from the Kenya Revenue Authority
- Copy of certificate of Registration as broker for the current period
- Professional Indemnity Policy Schedule for the current period.
- Copy of Current Membership Certificate of Association of Insurance Brokers of Kenya (AIBK).
- Audited financial statements for the last three years.
- Details of professional qualifications for at least 4 proposed key staff
- Must have experience of at least five (5) years. Attach evidence
- Evidence of professional indemnity held by your firm
- Tender Security of 1% of the bid price in form of a bank guarantee.
- Registration certificate from IRB
- Letters of Recommendation from at least five of your major clients equivalent to NEMA size or above.
- Certificates from affiliated bodies/associations
- Written confirmation by the tenderer that the firm **has not been** debarred as a supplier, service provider or consultant for goods and services in Kenya.
- Company Profile to include management team, Board of directors

- Complete the attached Confidential Business Questionnaire

**Preliminary Evaluation for the Underwriter.**

The following documents are **mandatory and must be submitted by the Bidders, failure to which the tender will be treated as nonresponsive and rejected.**

- Copy of certificate of Incorporation.
- Copy of PIN certificate
- Current Tax Compliance certificate from the Kenya Revenue Authority
- Professional Indemnity Policy Schedule for the current period.
- Copy of Current Membership Certificate of Association of Kenya Insurance (AKI).
- Audited financial statements for the last three years.
- Details of professional qualifications for at least 4 proposed key staff
- Must have experience of at least five (5) years. Attach evidence.
- Evidence of professional indemnity held by your firm
- Tender Security of 2% of the bid price in form of a bank guarantee.
- Registration certificate from IRA
- Letters of Recommendation from at least five of your major clients equivalent to NEMA size or above
- Certificates from affiliated bodies/associations
- Written confirmation by the tenderer that the firm **has not been** debarred as a supplier, service provider or consultant for goods and services in Kenya.
- Company Profile to include management team, Board of directors
- Complete the attached Confidential Business Questionnaire

<b>TECHNICAL EVALUATION CRITERIA FOR THE BROKER</b>			
<b>Criteria</b>		<b>Sub-Criteria</b>	<b>Max Score</b>
1.	Firm's experience in insurance Brokerage business.	<p>a) No. of years during which firm has offered Insurance Brokerage business in the last 5 years (i.e.2017;2016;2015;2014; 2013)</p> <p>i) 1yr - 2 marks  ii) 2 yrs - 4 marks  iii) 3 yrs - 6 marks  iv) 4 yrs - 8 marks  v) 5 yrs - 10 marks</p> <p>b) Five (5) major clients (excluding NEMA) to whom the bidder has offered insurance Brokerage services in the last 3 years' worth 100 Million and above of Premiums in General nsurance.</p> <p>i) 1firm - 2 marks  ii) 2 firms - 4 marks  iii) 3 firms - 6 marks  iv) 4 firms - 8 marks  v) 5 firms - 10 marks</p> <p>NB: Must attach evidence in form of LPO's; contracts.</p>	20
	Firm's financial capacity	<p>Two years Audited accounts-10 mks</p> <p>b. Average value of insurance brokerage business handled in the last 2 yrs</p> <p>i.Over k.sh 100,000,000-15 mks  ii.Up to k.sh 70,000,000-10 mks  iii.Below 50,000,000-5mks</p>	25
	Qualifications of key staff	<p>Attach CV'S/professional certificates.</p> <ul style="list-style-type: none"> <li>➤ 2 staff in senior management handling brokerage with Degree in insurance-7mks</li> <li>➤ Advanced diploma in insurance or equivalent- 3.5 mrks</li> <li>➤ 5 yrs experience-5.5 mrks,3 yrs experience 2 mrks each.</li> </ul> <p>B.</p> <ul style="list-style-type: none"> <li>➤ One other technical staff handling the scheme with insurance qualifications in insurance at certificate level-7 mks</li> <li>➤ 3 years' experience 3 mks.</li> <li>➤ Attached cvs must be signed by the key staff</li> </ul>	35
4	Methodology and work plan	<p>The bidder must provide a detailed work plan and delivery methodology outlining the following:</p> <p>i.Response to inquiries-5mks  ii.Additions on premium for new acquisitions-5mks  iii.Claims handling procedures and documentation  iv.Turnaround time for claim settlement-5mks</p>	20
		<b>TOTAL</b>	<b>100</b>

<b>TECHNICAL EVALUATION CRITERIA FOR THE UNDERWRITER</b>				
	<b>Criteria</b>	<b>Sub-Criteria</b>	<b>Max score</b>	<b>Bidder's score</b>
1	<b>Firm's experience in Insurance Underwriting</b>	<p>Number of years in Insurance underwriting.</p> <ul style="list-style-type: none"> <li>✓ 10 and above-10 mks</li> <li>✓ 11-14 -8mks</li> <li>✓ 6-10-6mks</li> <li>✓ 1-5 4mks</li> </ul> <p>5 major clients served in the last 5 years with premium annual turnover of 20 million.</p> <ul style="list-style-type: none"> <li>✓ 1 firm- 2 mrks</li> <li>✓ 2 firms-4 mrks</li> <li>✓ 3 firms-6 mrks</li> <li>✓ 4 firms-8 marks</li> <li>✓ 5 firms-10 mrks</li> </ul> <p>Must attach evidence.Lpo's or contracts or equivalent</p>	20	
2	<b>Financial capacity of the underwriter</b>	<p>Avail two year's audited accounts.2017 and 2018-10 mks.</p> <p>Volume of Insurance business handled in the last 2 years.</p> <ul style="list-style-type: none"> <li>➤ Over k.sh 150m-10 mks</li> <li>➤ 100m-150m-8 mks</li> <li>➤ 80-100m-6mks</li> <li>➤ 40m-80m-4 mrks</li> <li>➤ Below 40m-2 mks</li> </ul> <p>Attach evidence</p>	20	
3	<b>Responsiveness of NEMA requirements as captured in the tender document</b>	<b>Scope of the cover offered for the different class of risk areas.</b>	20	
4	<b>Qualifications and experience of key personnel</b>	<p>Attach CV and academic/professional certificates of the following:</p> <ul style="list-style-type: none"> <li>➤ 4 staff in senior mgt handling underwriting matters with a degree or advanced diploma in insurance-15 mks</li> <li>➤ 3 other technical staff with certificates-5mks.</li> </ul>	20	
5	<b>Methodology and work plan</b>	<p>Provide detailed work plan and delivery methodology showing:</p> <ul style="list-style-type: none"> <li>➤ Response to inquiries-3mks</li> <li>➤ Claims handling procedures and documentation-3mks</li> <li>➤ Turnaround time for claims-4 mrks</li> </ul>	10	
	<b>Scheme value added services</b>	<b>Underwriter must show they have value add services like review meetings,risk surveys,advisory services etc</b>	10	
		<b>TOTAL MARKS</b>	100	

(a) **Financial Evaluation**

The firms that qualify at the technical evaluation stage shall have attained 85% and above. At this stage, their financial proposals shall be opened by the evaluation committee. Financial proposals for the bidders who fail to attain the pass mark shall be returned unopened.

The evaluation committee shall determine whether the financial proposals are complete, correct and without any computational errors.

The evaluation committee shall recommend award to the lowest evaluated bidder.

**Note:** Tenderers will be expected to quote in Kenya Shillings inclusive of all taxes.

**4.3 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 .Equal to value of tender security
3.7 Delivery of Services	As specified in the tender document
3.8 Payment	As specified in the tender document
3.9 Price adjustment	As specified in the tender document
3.16 Applicable law	As specified in the tender document
3.18 Notices	Director General National Environment Management Authority, NEMA Headquarters, Eland House, Popo Road Off Mombasa Road P.O. Box 67839 – 00200 <b>NAIROBI</b>

## **SECTION V - SCHEDULE OF REQUIREMENTS.**

### **ITEM 1: GROUP LIFE INSURANCE**

This policy is meant to cover all the members of staff in case of death while in service from any cause. The value of the expected premium will be based on their 3 years basic salary

**PERIOD OF INSURANCE: 1year.1<sup>st</sup> September 2019-31<sup>st</sup> August 2020.**

**ELIGIBLE BIDDERS:** Insurance Brokers

**SPECIAL CONDITIONS IF ANY: Indicate in the bid document**

### **ITEM 2: PROVISION OF GENERAL PERSONAL ACCIDENT (GPA) COVER FOR MEMBERS OF STAFF AT NEMA AND BOARD MEMBERS**

The policy is to cover NEMA staff and Board Members in and out of work place 24 hours, 7 days a week.

The expected benefits are:-

- Death - 3 years basic Salary
- PTD - 3 years basic Salary
- TTD - Actual weekly salary (maximum of 104) weeks
- Medical expenses until full recovery or declaration of disability or death as per the law.

**PERIOD TO COVER: PERIOD OF INSURANCE: 1year.1<sup>st</sup> September 2019-31<sup>st</sup> August 2020.**

### **NEMA STAFF BASIC SALARY FOR GPA AND GROUP LIFE FOR F.Y 2019-2020 COVER.**

<b>NO</b>	<b>P.NO</b>	<b>BASIC PAY</b>
1	0016	183,680.00
2	0017	146,160.00
3	0021	202,430.00
4	0023	183,680.00
5	0025	150,690.00
6	0026	150,690.00
7	0028	150,690.00
8	0029	150,690.00
9	0031	141,660.00

10	0033	171,330.00
11	0035	150,690.00
12	0036	155,250.00
13	0037	150,690.00
14	0038	150,690.00
15	0039	150,690.00
16	0040	150,690.00
17	0041	150,690.00
18	0042	155,250.00
19	0043	150,690.00
20	0044	155,250.00
21	0045	128,340.00
22	0046	128,340.00
23	0047	128,340.00
24	0048	141,660.00
25	0049	150,690.00
26	0050	128,340.00
27	0051	128,340.00
28	0052	128,340.00
29	0053	128,340.00
30	0056	111,000.00
31	0060	232,140.00
32	0062	215,340.00
33	0071	171,270.00
34	0074	242,340.00
35	0075	160,210.00
36	0076	171,270.00
37	0078	128,340.00
38	0079	128,340.00
39	0085	171,270.00
40	0088	171,270.00
41	0089	150,690.00
42	0091	215,340.00
43	0094	128,340.00
44	0096	128,340.00
45	0098	150,690.00
46	0099	128,340.00
47	0101	111,000.00
48	0103	128,340.00
49	0106	90,000.00

50	0108	128,340.00
51	0109	128,340.00
52	0111	123,960.00
53	0116	90,000.00
54	0117	123,960.00
55	0118	111,000.00
56	0120	90,000.00
57	0123	76,440.00
58	0124	86,160.00
59	0125	90,000.00
60	0129	123,960.00
61	0130	94,140.00
62	0131	76,440.00
63	0132	86,160.00
64	0136	90,000.00
65	0140	82,620.00
66	0147	79,380.00
67	0149	79,380.00
68	0155	90,000.00
69	0157	128,340.00
70	0174	115,290.00
71	0176	86,160.00
72	0179	155,250.00
73	0182	196,150.00
74	0184	155,250.00
75	0185	202,430.00
76	0187	141,660.00
77	0188	150,690.00
78	0190	146,160.00
79	0191	141,660.00
80	0192	155,250.00
81	0194	155,250.00
82	0195	128,340.00
83	0196	155,250.00
84	0197	146,160.00
85	0198	177,490.00
86	0199	155,250.00
87	0200	146,220.00
88	0202	141,660.00
89	0203	123,960.00

90	0204	155,250.00
91	0205	141,660.00
92	0206	208,740.00
93	0208	141,660.00
94	0210	202,430.00
95	0211	171,270.00
96	0214	141,660.00
97	0217	165,570.00
98	0218	141,660.00
99	0219	146,160.00
100	0220	115,290.00
101	0222	171,330.00
102	0224	141,660.00
103	0226	141,660.00
104	0227	141,660.00
105	0230	146,160.00
106	0231	141,660.00
107	0232	155,250.00
108	0233	146,160.00
109	0237	301,140.00
110	0240	82,620.00
111	0241	82,620.00
112	0243	82,620.00
113	0247	301,140.00
114	0251	146,160.00
115	0253	70,650.00
116	0254	132,750.00
117	0255	183,680.00
118	0256	165,570.00
119	0257	90,000.00
120	0259	98,310.00
121	0260	62,190.00
122	0261	160,210.00
123	0263	79,380.00
124	0264	79,380.00
125	0266	119,610.00
126	0267	141,660.00
127	0270	123,960.00
128	0274	155,250.00
129	0275	119,610.00

130	0279	128,340.00
131	0280	137,190.00
132	0281	171,360.00
133	0284	155,250.00
134	0285	196,150.00
135	0286	146,160.00
136	0287	283,440.00
137	0288	137,190.00
138	0289	119,610.00
139	0290	146,160.00
140	0292	146,160.00
141	0293	64,980.00
142	0294	54,000.00
143	0298	73,530.00
144	0299	48,690.00
145	0300	62,190.00
146	0301	123,960.00
147	0302	54,000.00
148	0303	115,290.00
149	0306	283,440.00
150	0307	119,610.00
151	0309	160,210.00
152	0310	115,290.00
153	0311	223,140.00
154	0312	115,290.00
155	0313	146,160.00
156	0314	128,340.00
157	0316	128,340.00
158	0317	119,610.00
159	0319	115,290.00
160	0320	111,000.00
161	0322	128,340.00
162	0323	111,000.00
163	0326	115,290.00
164	0327	171,360.00
165	0328	128,340.00
166	0329	128,340.00
167	0330	111,000.00
168	0332	128,340.00
169	0333	111,000.00

170	0336	115,290.00
171	0337	115,290.00
172	0338	64,980.00
173	0341	67,800.00
174	0343	128,340.00
175	0344	64,980.00
176	0345	48,690.00
177	0347	137,190.00
178	0348	150,690.00
179	0350	115,290.00
180	0352	137,190.00
181	0358	119,610.00
182	0359	70,650.00
183	0360	119,610.00
184	0363	111,000.00
185	0364	115,290.00
186	0365	111,000.00
187	0366	111,000.00
188	0367	111,000.00
189	0368	115,290.00
190	0369	115,290.00
191	0370	115,290.00
192	0371	115,290.00
193	0372	132,750.00
194	0373	132,750.00
195	0374	119,610.00
196	0375	115,290.00
197	0376	132,750.00
198	0377	150,690.00
199	0378	115,290.00
200	0379	177,490.00
201	0381	132,750.00
202	0382	132,750.00
203	0383	115,290.00
204	0384	115,290.00
205	0386	137,190.00
206	0388	115,290.00
207	0389	115,290.00
208	0391	128,340.00
209	0392	115,290.00

210	0393	115,290.00
211	0394	128,340.00
212	0395	111,000.00
213	0396	146,160.00
214	0407	122,504.00
215	0409	183,680.00
216	0410	141,660.00
217	0412	189,900.00
218	0414	64,980.00
219	0415	76,440.00
220	0416	64,980.00
221	0417	54,000.00
222	0418	64,980.00
223	0420	64,980.00
224	0422	160,210.00
225	0423	128,370.00
226	0424	115,290.00
227	0425	115,290.00
228	0426	111,000.00
229	0427	111,000.00
230	0428	79,380.00
231	0433	416,840.00
232	0435	132,750.00
233	0436	115,290.00
234	0437	64,980.00
235	0440	43,500.00
236	0442	132,750.00
237	0450	301,140.00
238	0460	119,610.00
239	0462	115,290.00
240	0463	111,000.00
241	0464	111,000.00
242	0465	111,000.00
243	0466	106,740.00
244	0467	111,000.00
245	0468	111,000.00
246	0470	111,000.00
247	0471	165,570.00
248	0473	137,190.00
249	0474	106,740.00

250	0476	165,570.00
251	0477	155,250.00
252	0478	111,000.00
253	0479	111,000.00
254	0480	94,140.00
255	0481	111,000.00
256	0484	111,000.00
257	0487	62,190.00
258	0488	132,750.00
259	0489	111,000.00
260	0491	137,190.00
261	0492	177,490.00
262	0494	132,750.00
263	0495	54,000.00
264	0496	54,000.00
265	0497	54,000.00
266	0499	54,000.00
267	0500	54,000.00
268	0501	54,000.00
269	0502	54,000.00
270	0503	54,000.00
271	0504	43,500.00
272	0505	94,140.00
273	0507	43,500.00
274	0508	111,000.00
275	0509	202,400.00
276	0510	202,400.00
277	0511	177,490.00
278	0512	171,270.00
279	0513	177,490.00
280	0514	94,140.00
281	0515	94,140.00
282	0516	94,140.00
283	0517	94,140.00
284	0518	94,140.00
285	0519	128,340.00
286	0520	94,140.00
287	0521	30,150.00
288	0522	43,500.00
289	0523	43,500.00

290	0524	40,950.00
291	0525	43,500.00
292	0527	40,950.00
293	0528	43,500.00
294	0529	43,500.00
295	0530	31,950.00
296	0532	98,310.00
297	0533	132,750.00
298	0534	94,140.00
299	0535	177,490.00
300	0536	132,750.00
301	0537	94,140.00
302	0538	94,140.00
303	0539	94,140.00
304	0540	94,140.00
305	0541	43,500.00
306	0542	73,530.00
307	0543	73,530.00
308	0544	73,530.00
309	0545	73,530.00
310	0546	90,000.00
311	0547	73,530.00
312	0548	73,530.00
313	0549	73,530.00
314	0550	90,000.00
315	0551	73,530.00
316	0552	73,530.00
317	0553	90,000.00
318	0554	128,340.00
319	0555	90,000.00
320	0556	146,160.00
321	0557	48,690.00
322	0558	106,740.00
323	0559	38,430.00
324	0560	38,430.00
325	0561	48,690.00
326	0562	48,690.00
327	0563	38,430.00
328	0564	90,000.00
329	0565	90,000.00

330	0566	90,000.00
331	0567	106,740.00
332	0569	86,160.00
333	0570	86,160.00
334	0571	123,960.00
335	0572	86,160.00
336	0573	86,160.00
337	CNT0004	82,620.00
338	CNT0015	98,310.00
339	CNT0020	43,500.00
340	CNT0021	43,500.00
341	CNT0022	43,500.00
342	CNT0024	43,500.00
343	CNT0025	43,500.00
344	CNT0026	43,500.00
345	CNT0027	43,500.00
346	CNT0029	43,500.00
347	CNT0030	43,500.00
348	CNT0031	43,500.00
349	CNT0033	94,140.00
350	CNT0035	76,440.00
351	CNT0036	94,140.00
352	CNT0041	98,310.00
353	CNT0042	98,310.00
354	CNT0043	98,310.00
355	CNT0045	98,310.00
356	CNT0049	98,310.00
357	CNT0050	98,310.00
358	CNT0051	98,310.00
359	CNT0053	30,150.00
360	CNT0054	30,150.00
361	CNT0055	40,950.00
362	CNT0056	40,950.00
363	CNT0059	30,150.00
364	CNT0062	30,150.00
365	CNT0064	40,950.00
366	CNT0065	40,950.00
367	CNT0069	76,440.00
368	CNT0071	76,440.00
369	CNT0072	54,000.00

370	CNT0073	94,140.00
371	CNT0074	94,140.00
372	CNT0075	94,140.00
373	CNT0077	94,140.00
374	CNT0078	30,150.00
375	CNT0079	40,950.00
376	CNT0080	40,770.00
377	CNT0082	94,140.00
378	CNT0083	40,770.00
379	CNT0084	40,770.00
380	CNT0085	40,770.00
381	CNT0086	40,770.00
382	CNT0087	30,150.00
383	CNT0088	90,000.00
384	CNT0090	90,000.00
385	CNT0091	90,000.00
386	CNT0093	38,430.00
387	CNT0094	38,430.00
388	CNT0095	38,430.00
389	CNT0096	36,090.00
390	CNT0097	36,090.00
391	CNT0098	86,160.00
392	CNT0099	86,160.00
393	CNT0100	86,160.00
394	CNT0101	37,336.00
	<b>Total Basic Pay Ksh.</b>	<b>44,499,380.00</b>

**ITEM 3.**

**ELIGIBLE BIDDERS      INSURANCE BROKERS**

**CLASS OF POLICY:      MONEY INSURANCE**

**PERIOD TO COVER: 1 Year (1<sup>st</sup> September 2019-31<sup>st</sup> August 2020).**

1. **CASH IN TRANSIT:** This is to cover the cash being carried by the cashier from the bank for purposes of float replenishment. The maximum amount we can therefore carry at any one time to/ from the bank is K.sh 500,000.00. We shall therefore require CIT insurance cover of KES 500,000.00.
  
2. **FIDELITY GUARANTEE:** This policy assists the authority to minimize risk of loss of cash in employee's custody. Such a loss could be occasioned by lack

of trust by employee, theft by employee or any other cause resulting to loss of cash in possession of employees. Taking an average of Kshs 250,000.00 that can be in the hands of employees at any one time this will amount to Kshs 3,000,000.00/=

3. **MONEY IN SAFE:** This policy will cover monies in the safe at any time within our premises. The limit to this cover is KES 500,000.00/=.

**ITEM 4 MOTOR VEHICLE INSURANCE**

**ELIGIBLE BIDDERS: Insurance Brokers**

**A.CLASS OF POLICY: Motor Private Insurance-Comprehensive cover.**

**LIST OF VEHICLES RATED AS PRIVATE**

<b>NO.</b>	<b>REG.NO.</b>	<b>MAKE</b>	<b>LOCATION</b>	<b>VALUE IN K.SH</b>
1	KAN 550U	LANDROVER 110	MURANGA	500,000.00
2	KAN 570U	TOYOTA L/CRUISER	MARSABIT	800,000.00
3	KAR 099L	SUZUKI VITARA	MAKUENI	520,000.00
4	KAR 933L	TOYOTA HILUX	LAIKIPIA	670,000.00
5	KAR 934L	TOYOTA HILUX	MERU	670,000.00
6	KAT 983X	TOYOTA HILUX	HQS	550,000.00
7	KAV 794E	DAIHASHU TERIOS	EMBU	400,000.00
8	KAX 221W	TOYOTA RAV 4	HQs	350,000.00
9	KAY 039V	TOYOTA HILUX	MANDERA	720,000.00
10	KBA 081A	TOYOTA HILUX	KISUMU	750,000.00
11	KBB 767T	TOYOTA HILUX	MIGORI	600,000.00
12	KBB 791T	TOYOTA HILUX	NYAMIRA	750,000.00
13	KBB 792T	TOYOTA HILUX	VIHIGA	750,000.00
14	KBB 793T	TOYOTA HILUX	TRANS-NZOIA	750,000.00
15	KBB 794T	TOYOTA HILUX	SIAYA	750,000.00
16	KBB 795T	TOYOTA HILUX	NYAHURURU	750,000.00
17	KBB 796T	TOYOTA HILUX	KISII	750,000.00
18	KBB 797T	TOYOTA HILUX	TANA RIVER	700,000.00
19	KBB 846T	TOYOTA HILUX	HOMABAY	650,000.00
20	KBB 847T	TOYOTA HILUX	BOMET	750,000.00
21	KBB 848T	TOYOTA HILUX	BUSIA	800,000.00
22	KBD 114G	TOYOTA PRADO	HQS	1,100,000.00
23	KBD 119G	TOYOTA PRADO	HQS	1,100,000.00
24	KBJ 102E	TOYOTA PRADO	HQS	1,100,000.00
25	KBF 601N	NISSAN XTRAIL	HQs NAIROBI	850,000.00
26	KBF 615N	NISSAN XTRAIL	HQs NAIROBI	500,000.00
27	KBG 101C	ISUZU TFS 77-D CABIN	NAKURU	950,000.00
28	KBG 102C	ISUZU TFS 77 -D CABIN	NYAYO HOUSE	950,000.00
29	KBG 765E	TOYOTA D-CABIN	HQs NAIROBI	850,000.00
30	KBJ 002U	ISUZU TFS 85-D CABIN	NAROK	800,000.00
31	KBJ 003U	ISUZU TFS 85-D CABIN	NYERI	800,000.00
32	KBJ 567U	TOYOTA PICK-UP	KAKAMEGA	550,000.00
33	KBJ 657U	VW PASSAT	HQS NAIROBI	1,000,000.00

34	KBN 229E	ISUZU TFS 85	UASIN GISHU	950,000.00
35	KBN 230E	ISUZU TFS 85	HQs NAIROBI	950,000.00
36	KBN 231E	ISUZU TFS 85	MACHAKOS	1,150,000.00
37	KBN 977E	Toyota Prado	HQs NAIROBI	1,950,000.00
38	KBQ 054D	ISUZU TFS 85	KWALE	1,150,000.00
39	KBQ 055D	ISUZU TFS 85	BUNGOMA	1,150,000.00
40	KBQ 056D	ISUZU TFS 85	BARINGO	1,150,000.00
41	KBQ 057D	ISUZU TFS 85	KITUI	1,150,000.00
42	KBQ 058D	ISUZU TFS 85	KIAMBU	1,150,000.00
43	KBQ 059D	ISUZU TFS 85	TURKANA	850,000.00
44	KBQ 060D	ISUZU TFS 85	GARISSA	1,150,000.00
45	KBQ 061D	ISUZU TFS 85	KAJLADO	1,150,000.00
46	KBQ 067D	ISUZU TFS 85	WAJIR	1,150,000.00
47	KBQ 071D	ISUZU TFS 85	TAITA	1,150,000.00
48	KBQ 072D	ISUZU TFS 85	NYAYO HOUSE	1,150,000.00
49	KBQ 075D	ISUZU TFS 85	SAMBURU	850,000.00
50	KBQ 292D	ISUZU TFS 85	ISIOLO	1,150,000.00
51	KBQ 986D	TOYOTA FORTUNER	HQs NAIROBI	1,450,000.00
52	KBT 311N	ISUZU DMAX	MOMBASA	1,350,000.00
53	KBT 312N	ISUZU DMAX	MOMBASA	1,350,000.00
54	KBW 523V	MOTOR BIKE	HQs NAIROBI	300,000.00
55	KCH 461Q	TOYOTA FORTUNER	HQS	6,900,000.00
56	KCH 930Q	SUZUKI JIMMY	KIRINYAGA	2,400,000.00
57	KCH 931Q	SUZUKI VITARA	ELGEYO	3,700,000.00
58	KCH 934Q	SUZUKI VITARA	HQS	3,700,000.00
59	KCH 939 Q	SUZUKI JIMMY	THARAKA NITHI	2,400,000.00
60	KCH 940Q	SUZUKI VITARA	KILIFI	3,700,000.00
61	KCH 941Q	SUZUKI VITARA	MOMBASA	3,700,000.00
62	KCH 942Q	SUZUKI VITARA	NAROK	3,700,000.00
63	KCH 943Q	SUZUKI VITARA	WEST POKOT	3,700,000.00
64	KCK 822U	TOYOTA PRADO	HQS	10,350,000.00
65	KCK 982U	LANDROVER	HQS	6,300,000.00
67	KCP 268K	TOYOTA LANDCRUISER	HQS	7,500,000.00
68	ZG0298	MOBILE GENERATOR	HQS	1,200,000.00
73	ZF 8052	MOBILE CARAVAN	HQS NRB	9,000,000.00
<b>TOTAL</b>				<b>116,530,000.00</b>

**ELIGIBLE BIDDERS**

**SCOPE OF COVER:**

**PERIOD OF COVER:**

**LIMITS OF LIABILITY:**

Insurance Brokers

Comprehensive

one year

Geographical area – Kenya

Passenger liability Kshs.2m per person – Ksh.10m per event

**INDICATE THE FOLLOWING LIMITS**

- Towing charges limit:50,000/=
- Windscreen/Glass Limit: Within the premium once per vehicle per year.
- Repair Authority Limit:K.sh 20,000/=
- Vehicle entertainment unit Limit:K.sh 30,000/=
- Vehicle occupants emergency medical expenses limit:K.sh 50,000/=
- Excess: include in the premium

**B. CLASS OF POLICY: MOTOR COMMERCIAL INSURANCE****VEHICLES RATED AS COMMERCIAL**

NO.	REG . NO	MAKE	LOCATION	VALUE IN K.SH
69	KBG 103C	ISUZU MINI BUS NQR	HQS NRB	1,950,000.00
70	KBR 571U	TOYOTA HIACE	HQS NRB	1,850,000.00
71	KBC 120G	NISSAN URVAN	HQS NRB	700,000.00
72	KCQ 956Z	ISUZU NPR	HQS NRB	3,500,000.00
			<b>TOTAL</b>	<b>8,000,000.00</b>

**MOTOR COMMERCIAL****ELIGIBLE BIDDERS** Insurance Brokers**SCOPE OF COVER:** Comprehensive**PERIOD OF COVER:** one year**LIMITS OF LIABILITY:** THIRD PARTY PERSONS: UNLIMITED

- ✓ Third party property: kshs. 4 million
- ✓ Passenger liability- kshs.2 million per person- kshs.10 million per event
- ✓ Repair authority - ksh.20,000
- ✓ Geographical area - kenya
- ✓ Towing charges limit:50,000/=
- ✓ Windscreen/glass limit: within the premium once per vehicle per year.
- ✓ Repair authority limit:k.sh 20,000/=
- ✓ Vehicle entertainment unit limit:k.sh 30,000/=
- ✓ Vehicle occupants emergency medical expenses limit:k.sh 50,000/=
- ✓ Excess-Include in the premium

**ITEM 4:     **ALL RISKS INSURANCE COVER FOR FIXED ASSETS**  
**(Updated list available on request)****

**ELIGIBLE BIDDERS**     Insurance Brokers

**PERIOD OF COVER:**     **1 Year (1<sup>st</sup> September 2019-31<sup>st</sup> August 2020).**

**SUM INSURED:**     Total Ksh. 223,773,356.71/=

**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 \_\_\_\_\_

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

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

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

**Price Schedule Form.**

<b>Item no.</b>	<b>Category of Insurance Cover</b>	<b>Total Premium (Kshs.)</b>	<b>Proposed Under writer</b>
1.			
2.			
3.			
4.			
5.			
	<b>TOTAL PREMIUM</b>		

## Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ between  
[NEMA] of [KENYA] (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 \_\_\_\_\_

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

**1. COMPANY DETAILS.**

- a) Business Name:.....
- b) Nature of Business:.....
- c) Location of Business Premises:  
Plot Number:.....Road/  
Street:.....  
Postal Address:.....Tel  
No:..... Fax No.....E-  
mail Address:.....  
Contact Person & Tel. No.....  
**(Please attach Company Profile)**
- d) Registration Certificate No.....**(Please attach copy).**
- e) **Current Trade Licence No.**.....**(Please attach copy)**
- f) **PIN No.**.....**(Please attach copy)**
- g) **Tax Compliance Certificate No.**.....**(Please attach copy)**
- h) VAT No.....
- i) Year Established.....
- j) Maximum value of business which you can handle at any one time Kshs.  
.....
- k) Number of Staff employed.....
- l) Payment terms .....Days

**2(a) – Sole Proprietor:**

Your name in full ..... Age .....

Nationality ..... Country of origin .....

Citizenship details.....

**2(b) – Partnership**

Give details of partners as follows

<b>Name Shares</b>	<b>Nationality</b>	<b>Citizenship Details</b>
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

.....  
.....  
.....  
.....  
.....  
.....

*If a Kenyan Citizen, indicate under Citizenship Details whether by Birth, Naturalization or Registration*

**Part 2(c) – Registered Company:**

Private or public  
.....

**3. LIST OF CORPORATE CLIENT CUSTOMERS AND THEIR ADDRESSES, TELEPHONE NUMBERS AND CONTACT PERSON.**

(a) Company .....  
Address ..... Tel.....  
Contact

Person.....Designation.....

(b) Company .....  
Address ..... Tel.....  
Contact

Person.....Designation.....

(c) Company .....  
Address ..... Tel.....  
Contact

Person.....Designation.....

(d) Company .....  
Address ..... Tel.....  
Contact

Person.....Designation.....

(e) Company .....  
Address ..... Tel.....  
Contact

Person.....Designation.....

**4. Financial information**

Name of your Bankers.....  
....

Bank Branch.....  
.....

Bank Account No.....  
...

**5. Have you previously been providing any services to NEMA?**

Yes

No

6. I/We the undersigned state that the above information is correct and that I/We give National Environment Management Authority to seek any other references concerning my/our company from whatever sources deemed e.g company registrar's office, banks etc.

**Name.....Designation.....**

.....

**Signature.....Date.....**

.....

**Company's Rubber**

**Stamp.....**

**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 tenderer?>

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)