



**NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY  
(NEMA)**

**TENDER DOCUMENT  
FOR**

**PROVISION OF INSURANCE SERVICES GROUP PERSONAL ACCIDENT (GPA),  
GROUP LIFE, FIXED ASSETS, MONEY INSURANCE (CASH IN TRANSIT, CASH  
IN SAFES, FIDELITY GUARANTEE) AND MOTOR VEHICLES: UNDERWRITERS  
ONLY**

**TENDER NO. NEMA/T/16/2018-2019**

**CLOSING WEDNESDAY 9<sup>TH</sup> MAY 2018 AT 11:00 AM**

**NEMA, ELAND HOUSE, POPO ROAD, OFF MOMBASA ROAD P.O. BOX 67839 –  
00200 NAIROBI.**

**Email: [procurement@nema.go.ke](mailto:procurement@nema.go.ke)**

**Website: [www.nema.go.ke](http://www.nema.go.ke)**

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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 National Environment Management Authority wishes to engage the services of eligible and competent Underwriter Firms for the provision of various Insurance covers for GPA, Group Life, Fixed Asset, cash in Transit and safes, fidelity guarantee and motor vehicles)

Interested eligible candidates are expected to respond to each class of insurance policy and 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.

## SECTION 1 - TENDER NOTICE

### **TENDER NO:NEMA/T/16/2018-2019: PROVISION OF INSURANCE SERVICES (GPA, GROUP LIFE, FIXED ASSETS, MONEY INSURANCE(CASH IN TRANSIT, CASH IN SAFES, FIDELITY GUARANTEE) AND MOTOR VEHICLES) FOR A PERIOD OF ONE YEAR (2018-2019)**

- 1.1 The National Environment Management Authority wishes to engage the services of eligible and competent Underwriter Firms for **provision of insurance services GPA (Group Personal Accident), Group life, Fixed Assets, money insurance(cash in transit, cash in safes, fidelity guarantee) and motor vehicles for a period of one year (2018-2019)** The evaluation criteria will not deviate from the conditions set out in this tender document.
- 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.

**Prospective bidders may also download the Tender documents free of charge from our website [www.nema.go.ke](http://www.nema.go.ke) or from the IFMIS website [www.supplier.treasury.go.ke](http://www.supplier.treasury.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. The particulars should include Name of the Firm, Address, Telephone Number, Email and Tender Name**

- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number 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 **9<sup>TH</sup> MAY 2018 at 11.00 A.M**

- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.6 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**

## **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

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents.

2.3.3 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.**

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

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

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

## **2.6 Language of Tenders**

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

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

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below

- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (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**

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

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

## **2.12. Tender Security**

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

2.12.2 The tender security 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 (PPOA).
- 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 9<sup>TH</sup> MAY 2018**

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

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

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 9<sup>TH</sup> MAY 2018**

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 9<sup>th</sup> May 2018 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
  - (i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

**2.23. Contacting the Procuring entity**

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

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



## **2.24 Post-qualification**

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

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

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

## **2.25 Award Criteria**

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

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

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

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

- 2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.3 A tenderer who gives false information in the tender document about 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.

### (I) Provisions of Appendix to instructions to Tenderers

Instructions to Tenderers	Particulars Of Appendix To Instructions To Tenderers
2.31.1	Particulars of eligible tenderers: Eligible tenderers shall be Kenyan registered underwriters <b>providing insurance services on gpa, group life, Fixed Assets, cash in transit, cash in safes, fidelity guarantee and motor vehicles</b> and with valid operation license issued by Insurance Regulatory Authority (IRA) – Kenya.
2.31.2	Price to be charged for tender documents. Kshs.1,000 for those who purchase a hard copy while those who download the document from NEMA website/National Treasury IFMIS Portal will obtain it free of charge
2.31.3	Particulars of currencies allowed. Kenya Shillings Only
2.31.4	Particulars of tender security if applicable. 1% of the Bid Price valid for 120 days after date of tender opening.
2.31.5	Form of Tender Security: The Tender Security shall be in the form of a guarantee from a reputable bank or an insurance company approved by PPRA. Self-guaranteed tender security not allowed.
2.31.6	Validity of Tenders: Tenders Shall remain valid for 90 days after date of tender opening
2.31.7	Bulky tenders which do not fit in the tender box shall be delivered to the Head, Supply Chain Office at NEMA offices in South C.
2.14.1	The bid document should be serialized with a clear table of content outlining the submitted documents.

2.15.2 (b)	The Technical and Financial proposal shall be combined in one document and submitted in two, the original document and a copy of the original.
2.20 & 2.22	In addition, the evaluation criteria provided in the special condition of contract shall be taken into account
2.31.8	<p><b>EVALUATION CRITERIA</b></p> <p>The proposals will be evaluated in Four stages as follows;</p> <ol style="list-style-type: none"> <li>1) Preliminary (mandatory)</li> <li>2) Technical evaluation- 80%</li> <li>3) Financial evaluation-20%</li> <li>4)post qualification (due diligence) before notification of award:</li> </ol>

## **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.

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

Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

### **4.1 Tendering Notes**

4.1.1 The Tenderer is required to check the number of pages and if any is found to be missing or in duplicate or the figure or writing indistinct, then NEMA must be informed at once and have the same rectified.

4.1.2 Should the Tenderer be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, he must inform NEMA in order that the correct meaning may be decided upon before the date for submission of the Tender.

4.1.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Tenderer's Tender due to mistakes which should have been rectified in the manner described above.

4.1.4 It is the sole responsibility of the tenderer to ensure all the documents submitted are well bound and NEMA shall not take any responsibility or liability for any loss or misplacement of loose documents.

4.1.5 The Tenderer shall not alter or otherwise qualify the text of this Tender Document. Any alteration or qualification made without authority will be ignored and the text of the Tender Document as printed will be adhered to.

4.1.6 The Tenderer shall ensure that the conditions set out below are met in full. Failure to provide the same shall lead to rejection of the tender.

4.1.7 The underwriter shall be required to demonstrate honesty and integrity in handling and delivery of the required services within the stipulated time. They shall also be required to exhibit professionalism through prompt response to queries on policy wording and interpretation. Please note that this will form part of NEMA's assessments on performance through the contract period and failure to meet the above may jeopardize future business with NEMA. Any underwriter with past adverse performance shall be eliminated at preliminary stage.

4.1.8 The duration of the contract shall be one (1) year

4.1.9 The procurement entity also retains the right to terminate the contract at any stage on the basis of poor performance on the part of the underwriter.

4.1.10 The tender is open to underwriters. The successful underwriter will be required to propose an agent or contract administrator who shall manage the contract.

**EVALUATION CRITERIA**

**(i) STAGE ONE**

**MANDATORY REQUIREMENTS-CONDITIONS FOR MEDICAL INSURANCE COMPANY (UNDERWRITER):**

The conditions below will be evaluated on “Yes” or “No” basis. Bids which do not meet any of the mandatory requirements, shall be rejected and shall not be considered for further evaluation.

	<b>MANDATORY REQUIREMENT</b>	<b>YES</b>	<b>NO</b>
1	Tender validity period MUST be valid for a period of 120 days. Provide a statement confirming the same		
2	The tender document must be in English, be duly completed, stamped and submitted as per the tender instructions. Bid Document must be signed, serialized /paged with clear table of content all annexes must be serialized. The tender document must be legible.		
3	Duly Completed and signed Confidential Business Questionnaire		
4	Duly Completed and signed Form A 2 (Debarment Form)		
5	Duly completed and signed Self Declaration Corruption Form		
6	Must be registered with Insurance Regulatory Authority (IRA) for the current year and copy of the current license be submitted.		
7	Attach copy of Valid Tax compliance certificate		
8	Attach CR 12 Certificate for Limited Company		
9	Attach a copy of certificate of Company Registration under the Companies Act, Cap 486 with proof that the company has		

	been in existence for at least five (5) years in the business of offering Insurance Cover Services		
10	Current membership certificate (2018) with Association of Kenya Insurance (AIK). A copy must be attached.		
11	Provide audited certified account for the past three years		
12	Reinsurance Cover - underwriter must have a Reinsurance policy in place from a well-known and registered Insurance/Reinsurance Company. State or provide the name(s) of the Reinsurance Company (ies) and attach evidence in the form of reinsurance slip (s) or cover notes or signed contract.		
13	Must have a paid-up capital of equal or greater than Ksh. 100Million. Attach proof		
14	Letters of Recommendation from at least five of your major clients equivalent to NEMA size or above		
15	<b>COMBINED TECHNICAL PROPOSAL AND FINANCIAL PROPOSAL SHOULD BE SUBMITTED IN TWO COPIES(ORIGINAL AND COPY OF ORIGINAL) ENCLOSED IN ONE ENVELOPE AND CLEARLY LABELLED</b>		

**To qualify for technical evaluation (stage two below) an underwriter MUST score a YES on all the Mandatory Requirements above.**

**STAGE TWO TECHNICAL EVALUATION (PASSMARK 75%**

**FIRM'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL STABILITY (40marks)**

No	Item Description	Score Points (maximum)	Remarks
1.	<b>Key Personnel Qualifications and Company's past Experience/Operation performance (20 marks)</b>  List / provide at least four (4) key	20	

	<p>professional staff with specific portfolio/task each with the following minimum qualification and experience:</p> <p>a)Principal Officer / Contract Manager must have a minimum of relevant Bachelor’s degree plus an Associate of the Chartered Insurance Institute or equivalent [attach copies of qualification certificates – 2 marks for each certificate – total 4 marks] with not less than seven years’ experience in a managerial level in the insurance industry {2 marks or prorate for less years of experience} – (total 6 marks)</p> <p>b) The other three must have a minimum of a Diploma of the Chartered Insurance Institute or equivalent [attach copies of qualification certificates - 2 marks each] with at least five years’ experience in the insurance industry handling the subject Insurance related covers {2 marks each or prorate for less years of experience} – (total 12 marks) and;</p> <p>c) Certified CVs signed by both the employer and the employee {0.5 marks each} – (total 2 marks)</p>		
2.	<p><b>Company’s past Experience /Operation performance (8marks)</b></p> <p>a) The company must have offered the subject Insurance covers of the same magnitude in the past. This is to demonstrate past experience in providing similar services.</p>	8	



	<p>Provide three recommendation letters and evidence of contracts ) – Total -6Marks</p> <ul style="list-style-type: none"> <li>• b) Provide actual turnaround time for settling claims–( 2 Marks) <ul style="list-style-type: none"> <li>• Between 30-60 days – 2 marks</li> <li>• Over 60 days - 1 marks</li> </ul> </li> </ul>		
3.	<p><b>Strength of the Underwriter (Total 12 marks)</b></p> <p><b>a) For Financial strength</b> underwriter Must submit copies of the audited accounts for the last three years (3 Marks); with</p> <ul style="list-style-type: none"> <li>• current ratio at least 1.5:1 for the three years - 2 marks</li> <li>• A net asset base of at least Kes.500million - 2 marks</li> <li>• Positive net cash flow operating activities (operations )-1 mark (Total 8 Marks)</li> </ul> <p><b>b) Administration office of the underwriter with physical address, telephone and contact person (1Mark)</b></p> <p><b>c) Highest single premiums handled in each of the quoted Insurance category</b> attach evidence (2 marks)</p> <p><b>d) Information regarding any litigation</b>, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount. If none, state so – 1 mark.</p>	12	
<p><b>N/B – NEMA reserve the right to carry out independent (due diligence) confirmations on turnaround time from the clients and should any tenderer be found to have given false information shall have their tender rejected</b></p>			

**B(1a) Response to the tender document requirements  
Motor Vehicles (Private) (30 Marks)**

No.	Parameter	Max. Score	Score	Remarks
	<b>Motor vehicle – Private</b>	<b>30</b>		
1.	Comprehensive cover	3		
2.	Passenger liability (2m and above per person)	3		
3.	Passenger liability (10m and above /event)	3		
4.	Repair authority (50,000)	3		
5.	Excess (2.5%)	3		
6.	Towing (Kshs.50,000 )	3		
7.	Windscreen (Kshs.30,000 )	3		
8.	Radio/Entertainment (Kshs,50,000)	3		
9.	Third party person (Unlimited)	3		
10.	Third party property (Ksh.3m )	3		

**B (1b) Response to the tender document requirements**

**Motor Vehicles (Commercial) (30 Marks)**

No.	Parameter	Max. Score	Score	Remarks
	<b>Motor vehicle – Commercial</b>	<b>30</b>		
1.	Comprehensive cover	3		
2.	Passenger liability (2m and above per person)	3		
3.	Passenger liability (10m/ and above per event)	3		
4.	Repair authority (50,000)	3		
5.	Excess (2.5%)	3		
6.	Towing (50,000)	3		
7.	Windscreen (50,000)	3		
8.	Radio/Entertainment (50,000)	3		
9.	Third party person (Unlimited)	3		
10.	Third party property (3m)	3		

**B (2) Response to the tender document requirements**  
**Money Insurance (30 Marks)**

No.	Parameter	Max. Score	Score	Remarks
	<b>Money Insurance</b>	<b>30</b>		
1.	Cash in safes (0.5m)	10		
2.	Cash in transit (0.6m)	10		
3.	Fidelity Insurance Cover (10.2M)	10		

**B (3) Response to the tender document requirements**  
**Fixed Assets (30 Marks)**

No.	Parameter	Max. Score	Score	Remarks
	<b>All Risks Insurance</b>	<b>30</b>		
1.	Sum insured (Kshs.194,024,914.00)	30		

**B (4) Response to the tender document requirements**  
**GPA (30 Marks)**

No.	Parameter	Max. Score	Score	Remarks
	<b>GPA</b>	<b>30</b>		
1.	Death (3 years basic salary)	10		
2.	PTD – 3 years basic salary	6		
3.	TTD – Actual weekly salary (max of 104 weeks)	8		
4.	Medical expenses until full recovery or declaration of disability or death	6		

**B (5) Response to the tender document requirements  
GROUP LIFE INSURANCE (30 Marks)**

No.	Parameter	Max. Score	Score	Remarks
	<b>Group Life Insurance</b>	<b>30</b>		
1.	How many years benefit (3years)	20		
2.	Last expenses (100,000)	10		

**C) Proposed approach and methodology to carry out the services (20 Marks)**

No.	Parameter	Max. Score	Score	Remarks
	<b>Proposed approach and methodology to carry out the services</b>	<b>20</b>		
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

**D) Value adding elements and coverage (10 Marks)**

No.	Parameter	Max. Score	Score	Remarks
	<b>Value adding elements and coverage</b>	<b>10</b>		
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

### **(iii) STAGE THREE (FINANCIAL EVALUATION)**

#### **RECOMMENDATIONS (S) FOR AWARD**

This shall involve financial (Premium) Comparison and checking for arithmetic errors if any.

Prior to financial evaluation, the tender will be evaluated to determine if the security bid has been submitted in the required format. The validity, the amount and the source of bid. Bids not submitted as per instructions will be considered non-responsive and will not be subjected to financial evaluation. To ensure the procurement process is competitive the Authority (NEMA) shall use Quality and Cost Based Selection (QCBS) method, to take into account the quality of the proposal and the cost of the services in the selection of the successful Underwriter.

The formulae for determining the Financial Score (FS) shall be:  $FS = 100 \times FM/F$  where FS is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (TS) and financial (FS) scores using the weights (T=the weight given to the Technical Proposal; p = the weight given to the Financial Proposal; (T + p = 1)

The combined technical and financial score, S, is calculated as follows:-  $S = TS \times T \% + FS \times P \%$ .

The Underwriter achieving the highest combined technical and financial score will be awarded the tender subject to negotiations and post qualification.

Weighting

T=0.80

P=0.20

#### **(vi) POST QUALIFICATION (DUE DILIGENCE) BEFORE NOTIFICATION OF AWARD:**

NEMA may 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 before notification of award.

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	The successful bidder will furnish the procuring entity with a performance security equivalent to 5% of the bid price within 15 days from the date of notification of award.
3.7 delivery of services	This tender is for a period of one (1) year
3.8 Payment	Annual premium will be paid either once or in equal installments at the beginning of the policy
3.9 Price adjustment	Not allowed- however, the policy should allow new Vehicles and staff to be taken on board as and when required on same terms and conditions of the contract
3.16 Applicable law	Shall be the laws of Kenya
3.18 Notices	<b>Director General</b> <b>National Environment Management Authority,</b> <b>NEMA Headquarters, Eland House, Popo Road Off Mombasa Road</b> <b>P.O. Box 67839 – 00200</b> <b>NAIROBI</b>

**SECTION V - SCHEDULE OF REQUIREMENTS**

**ITEM 1 MOTOR VEHICLE INSURANCE**  
**ELIGIBLE BIDDERS: UNDERWRITERS ONLY**

**LIST OF MOTOR VEHICLES FOR INSURANCE COVER**

**VEHICLES RATED AS PRIVATE**

<b>NO.</b>	<b>REG.NO.</b>	<b>MAKE</b>	<b>LOCATION</b>	<b>VALUE</b>
1	KAN 550U	LANDROVER 110	MURANGA	550,000.00
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	600,000.00
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	800,000.00
11	KBB 767T	TOYOTA HILUX	MIGORI	650,000.00
12	KBB 791T	TOYOTA HILUX	NYAMIRA	800,000.00
13	KBB 792T	TOYOTA HILUX	VIHIGA	800,000.00
14	KBB 793T	TOYOTA HILUX	TRANS-NZOIA	800,000.00
15	KBB 794T	TOYOTA HILUX	SIAYA	800,000.00
16	KBB 795T	TOYOTA HILUX	NYAHURURU	800,000.00
17	KBB 796T	TOYOTA HILUX	KISII	800,000.00
18	KBB 797T	TOYOTA HILUX	TANA RIVER	750,000.00
19	KBB 846T	TOYOTA HILUX	HOMABAY	700,000.00
20	KBB 847T	TOYOTA HILUX	BOMET	700,000.00
21	KBB 848T	TOYOTA HILUX	BUSIA	850,000.00
22	KBD 114G	TOYOTA PRADO	HQS	1,200,000.00
23	KBD 119G	TOYOTA PRADO	HQS	1,200,000.00
24	KBJ 102E	TOYOTA PRADO	HQS	1,200,000.00
25	KBF 601N	NISSAN XTRAI	HQs NAIROBI	900,000.00
26	KBF 615N	NISSAN XTRAI	HQs NAIROBI	550,000.00

27	KBG 101C	ISUZU TFS 77-D CABIN	NAKURU	1,000,000.00
28	KBG 102C	ISUZU TFS 77 -D CABIN	NYAYO HOUSE	1,000,000.00
29	KBG 765E	TOYOTA D-CABIN	HQs NAIROBI	900,000.00
30	KBJ 002U	ISUZU TFS 85-D CABIN	NAROK	850,000.00
31	KBJ 003U	ISUZU TFS 85-D CABIN	NYERI	850,000.00
32	KBJ 567U	TOYOTA PICK-UP	KAKAMEGA	600,000.00
33	KBJ 657U	VW PASSAT	HQS NAIROBI	1,200,000.00
34	KBN 229E	ISUZU TFS 85	UASIN GISHU	1,000,000.00
35	KBN 230E	ISUZU TFS 85	HQs NAIROBI	1,000,000.00
36	KBN 231E	ISUZU TFS 85	MACHAKOS	1,100,000.00
37	KBN 977E	Toyota Prado	HQs NAIROBI	2,000,000.00
38	KBQ 054D	ISUZU TFS 85	KWALE	1,200,000.00
39	KBQ 055D	ISUZU TFS 85	BUNGOMA	1,200,000.00
40	KBQ 056D	ISUZU TFS 85	BARINGO	1,200,000.00
41	KBQ 057D	ISUZU TFS 85	KITUI	1,200,000.00
42	KBQ 058D	ISUZU TFS 85	KIAMBU	1,200,000.00
43	KBQ 059D	ISUZU TFS 85	TURKANA	900,000.00
44	KBQ 060D	ISUZU TFS 85	GARISSA	1,200,000.00
45	KBQ 061D	ISUZU TFS 85	KAJILADO	1,200,000.00
46	KBQ 067D	ISUZU TFS 85	WAJIR	1,200,000.00
47	KBQ 071D	ISUZU TFS 85	TAITA	1,200,000.00
48	KBQ 072D	ISUZU TFS 85	NYAYO HOUSE	1,200,000.00
49	KBQ 075D	ISUZU TFS 85	SAMBURU	900,000.00
50	KBQ 292D	ISUZU TFS 85	ISIOLO	1,200,000.00
51	KBQ 986D	TOYOTA FORTUNER	HQs NAIROBI	1,500,000.00
52	KBT 311N	ISUZU DMAX	MOMBASA	1,400,000.00
53	KBT 312N	ISUZU DMAX	MOMBASA	1,400,000.00
54	KBW 523V	MOTOR BIKE	HQs NAIROBI	300,000.00
55	KCH 461Q	TOYOTA FORTUNER	HQS	6,964,000.00
56	KCH 930Q	SUZUKI JIMMY	KIRINYAGA	2,447,000.00
57	KCH 931Q	SUZUKI VITARA	ELGEYO	3,747,000.00
58	KCH 934Q	SUZUKI VITARA	HQS	3,747,000.00
59	KCH 939 Q	SUZUKI JIMMY	THARAKA NITHI	2,447,000.00
60	KCH 940Q	SUZUKI VITARA	KILIFI	3,747,000.00
61	KCH 941Q	SUZUKI VITARA	MOMBASA	3,747,000.00
62	KCH 942Q	SUZUKI VITARA	NAROK	3,747,000.00
63	KCH 943Q	SUZUKI VITARA	WEST POKOT	3,747,000.00
64	KCK 822U	TOYOTA PRADO	HQS	10,436,000.00



**ELIGIBLE BIDDERS** UNDERWRITERS ONLY  
**SCOPE OF COVER:** Comprehensive  
**PERIOD OF COVER:** one year  
**LIMITS OF LIABILITY:** Geographical area – Kenya  
 Passenger liability per person and per event

**EXCESS:**

**SPECIAL CONDITIONS:**

**ANNUAL PREMIUM:**

**INDICATE THE FOLLOWING LIMITS**

- Towing charges limit
- Windscreen/Glass Limit
- Repair Authority Limit
- Vehicle entertainment unit Limit
- Vehicle occupants emergency medical expenses limit

**B. CLASS OF POLICY: MOTOR COMMERCIAL INSURANCE**

**VEHICLES RATED AS COMMERCIAL**

<b>NO.</b>	<b>REG . NO</b>	<b>MAKE</b>	<b>LOCATION</b>	<b>VALUE</b>
65	KBG 103C	ISUZU MINI BUS NQR	HQS NRB	2,000,000.00
66	KBR 571U	TOYOTA HIACE	HQS NRB	1,900,000.00
67	KBC 120G	NISSAN URVAN	HQS NRB	750,000.00

**ELIGIBLE BIDDERS** UNDERWRITERS ONLY  
**SCOPE OF COVER:** Comprehensive  
**PERIOD OF COVER:** one year  
**LIMITS OF LIABILITY:** THIRD PARTY PERSONS:  
 THIRD PARTY PROPERTY:  
 PASSENGER LIABILITY per person and per event  
 TOWING CHARGES  
 REPAIR AUTHORITY  
 GEOGRAPHICAL AREA - KENYA

**EXCESS:**

**SPECIAL CONDITIONS:**

**ANNUAL PREMIUM:**

**INDICATE THE FOLLOWING LIMITS**

- Towing charges limit
- Windscreen/Glass Limit
- Repair Authority Limit
- Vehicle entertainment unit Limit
- Vehicle occupants emergency medical expenses limit

**ITEM 2: MONEY INSURANCE**

**ELIGIBLE BIDDERS      UNDERWRITERS ONLY**

**CLASS OF POLICY:      MONEY INSURANCE**

PERIOD TO COVER: one year

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 Kshs 600,000.00. We shall therefore require CIT insurance cover of KES 600,000.00.
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 200,000.00 that can be in the hands of employees at any one time this will amount to Kshs 10,200,000.00.
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 3:     **FIXED ASSETS INSURANCE COVER**  
**(Updated list available on request)****

**ELIGIBLE BIDDERS**     UNDERWRITERS ONLY

**PERIOD OF COVER:**     one year

**SUM INSURED:**     Total Kshs.194, 024,914.00

**ITEM 4:     **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: one year

**NB: list all exclusions if any**

**ITEM 5: 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:** -one year

**ELIGIBLE BIDDERS:** UNDERWRITERS ONLY

**SPECIAL CONDITIONS IF ANY:**

**NEMA STAFF BASIC SALARY FOR GPA AND GROUP LIFE.**

<b>S/N</b>	<b>PF No.</b>	<b>Basic Pay</b>
1	16	153,320.00
2	17	128,850.00
3	21	178,850.00
4	22	172,650.00
5	23	153,320.00
6	25	133,350.00
7	26	133,350.00
8	28	133,350.00
9	29	133,350.00
10	31	116,400.00
11	33	133,350.00
12	35	133,350.00
13	36	133,350.00
14	37	133,350.00
15	38	133,350.00
16	39	133,350.00
17	40	133,350.00
18	41	133,350.00
19	42	133,350.00
20	43	133,350.00
21	44	133,350.00
22	45	116,400.00
23	46	116,400.00
24	47	116,400.00
25	48	116,400.00
26	49	133,350.00
27	50	116,400.00
28	51	116,400.00
29	52	116,400.00
30	53	116,400.00
31	56	98,390.00
32	60	203,990.00
33	62	189,900.00

34	71	153,320.00
35	74	212,140.00
36	75	143,500.00
37	76	153,320.00
38	78	116,400.00
39	79	116,400.00
40	85	153,320.00
41	88	153,320.00
42	89	133,350.00
43	91	189,900.00
44	94	116,400.00
45	95	98,390.00
46	96	116,400.00
47	97	98,390.00
48	98	133,350.00
49	99	116,400.00
50	101	98,390.00
51	103	116,400.00
52	106	86,160.00
53	108	116,400.00
54	109	116,400.00
55	111	112,100.00
56	113	86,160.00
57	116	86,160.00
58	117	112,100.00
59	118	98,390.00
60	120	86,160.00
61	122	86,160.00
62	123	73,530.00
63	124	82,620.00
64	125	86,160.00
65	129	112,100.00
66	130	90,000.00
67	131	73,530.00
68	132	82,620.00
69	136	86,160.00
70	140	79,380.00
71	142	70,650.00

72	146	67,800.00
73	147	70,650.00
74	149	70,650.00
75	155	85,800.00
76	156	67,800.00
77	157	116,400.00
78	174	107,850.00
79	176	82,620.00
80	178	76,440.00
81	179	133,350.00
82	182	172,650.00
83	184	133,350.00
84	185	178,850.00
85	187	116,400.00
86	188	133,350.00
87	190	128,850.00
88	191	116,400.00
89	192	139,000.00
90	194	133,350.00
91	195	116,400.00
92	196	133,350.00
93	197	133,350.00
94	198	155,000.00
95	199	116,400.00
96	200	116,400.00
97	202	116,400.00
98	203	116,400.00
99	204	133,350.00
100	205	116,400.00
101	206	183,660.00
102	208	116,400.00
103	210	178,850.00
104	211	153,320.00
105	214	116,400.00
106	216	133,350.00
107	217	148,100.00
108	218	116,400.00
109	219	133,350.00

110	220	103,610.00
111	222	133,350.00
112	224	116,400.00
113	225	177,550.00
114	226	116,400.00
115	227	116,400.00
116	230	133,350.00
117	231	116,400.00
118	232	133,350.00
119	233	133,350.00
120	237	256,880.00
121	240	79,380.00
122	241	79,380.00
123	243	79,380.00
124	247	256,880.00
125	251	124,400.00
126	253	67,800.00
127	254	118,610.00
128	255	148,100.00
129	256	148,100.00
130	257	62,190.00
131	259	86,000.00
132	260	59,400.00
133	261	133,350.00
134	263	76,440.00
135	264	76,440.00
136	266	107,850.00
137	267	124,400.00
138	270	112,100.00
139	274	139,000.00
140	275	107,850.00
141	279	116,400.00
142	280	112,100.00
143	281	139,000.00
144	284	128,850.00
145	285	172,650.00
146	286	124,400.00
147	287	256,880.00

148	288	112,100.00
149	289	107,850.00
150	290	116,400.00
151	292	112,100.00
152	293	51,330.00
153	294	51,330.00
154	298	64,980.00
155	299	46,080.00
156	300	43,500.00
157	301	112,100.00
158	302	51,330.00
159	303	103,610.00
160	306	242,890.00
161	307	107,850.00
162	308	103,610.00
163	309	143,500.00
164	310	103,610.00
165	311	196,400.00
166	312	103,610.00
167	313	103,610.00
168	314	103,610.00
169	316	103,610.00
170	317	107,850.00
171	319	103,610.00
172	320	99,400.00
173	322	103,610.00
174	323	99,400.00
175	326	103,610.00
176	327	118,610.00
177	328	103,610.00
178	329	103,610.00
179	330	99,400.00
180	332	99,400.00
181	333	99,400.00
182	336	103,610.00
183	337	103,610.00
184	338	51,330.00
185	340	64,980.00



186	341	51,330.00
187	343	103,610.00
188	344	51,330.00
189	345	46,080.00
190	347	120,000.00
191	348	133,350.00
192	350	103,610.00
193	352	115,610.00
194	357	120,000.00
195	358	103,610.00
196	359	64,980.00
197	360	103,610.00
198	363	95,250.00
199	364	99,400.00
200	365	94,200.00
201	366	95,250.00
202	367	95,250.00
203	368	99,400.00
204	369	99,400.00
205	370	99,400.00
206	371	99,400.00
207	372	99,400.00
208	373	103,610.00
209	374	103,610.00
210	375	99,400.00
211	376	99,400.00
212	377	99,400.00
213	378	99,400.00
214	379	120,000.00
215	381	103,610.00
216	382	103,610.00
217	383	99,400.00
218	384	99,400.00
219	386	115,610.00
220	388	99,400.00
221	389	99,400.00
222	391	103,550.00
223	392	99,400.00

224	393	103,610.00
225	394	103,610.00
226	395	99,400.00
227	396	103,610.00
228	407	103,610.00
229	409	160,400.00
230	410	124,400.00
231	412	166,500.00
232	414	51,330.00
233	415	73,530.00
234	416	51,330.00
235	417	51,330.00
236	418	62,190.00
237	420	51,330.00
238	422	143,500.00
239	423	103,610.00
240	424	99,400.00
241	425	82,080.00
242	426	95,250.00
243	427	95,250.00
244	428	62,190.00
245	433	333,500.00
246	435	111,450.00
247	436	99,400.00
248	437	51,330.00
249	440	40,950.00
250	442	115,610.00
251	450	256,880.00
252	460	103,610.00
253	462	103,610.00
254	463	99,400.00
255	464	99,400.00
256	465	99,400.00
257	466	99,400.00
258	467	99,400.00
259	468	99,400.00
260	470	99,400.00
261	471	139,000.00

262	473	120,000.00
263	474	79,680.00
264	475	143,500.00
265	476	148,100.00
266	477	139,000.00
267	478	82,080.00
268	479	82,080.00
269	480	73,530.00
270	481	82,080.00
271	484	82,080.00
272	487	48,690.00
273	488	111,450.00
274	489	78,700.00
275	491	119,770.00
276	492	155,400.00
277	494	99,400.00
278	495	48,690.00
279	496	48,690.00
280	497	48,690.00
281	499	48,690.00
282	500	48,690.00
283	501	48,690.00
284	502	48,690.00
285	503	48,690.00
286	504	38,430.00
287	505	78,700.00
288	507	38,430.00
289	508	95,250.00
290	509	171,550.00
291	510	177,550.00
292	511	150,000.00
293	512	153,320.00
294	513	155,000.00
295	514	82,080.00
296	515	82,080.00
297	516	82,080.00
298	517	82,080.00
299	518	82,080.00

300	519	82,080.00
301	520	82,080.00
302	521	28,500.00
303	522	40,950.00
304	523	40,950.00
305	524	38,430.00
306	525	40,950.00
307	527	38,430.00
308	528	40,950.00
309	529	40,950.00
310	530	30,150.00
311	532	86,000.00
312	533	115,610.00
313	534	78,700.00
314	535	150,000.00
315	536	111,450.00
316	537	78,700.00
317	538	78,700.00
318	539	78,700.00
319	540	78,700.00
320	541	38,430.00
321	542	70,650.00
322	543	70,650.00
323	544	70,650.00
324	545	70,650.00
325	546	78,700.00
326	547	70,650.00
327	548	70,650.00
328	549	70,650.00
329	550	78,700.00
330	551	70,650.00
331	552	70,650.00
332	553	78,700.00
333	554	111,450.00
334	555	78,700.00
335	556	130,500.00
336	557	46,080.00
337	558	95,250.00

338	559	36,090.00
339	560	36,090.00
340	561	46,080.00
341	562	46,080.00
342	563	36,090.00
343	564	86,160.00
344	CNT0004	79,380.00
345	CNT0012	90,050.00
346	CNT0015	86,000.00
347	CNT0020	40,950.00
348	CNT0021	40,950.00
349	CNT0022	40,950.00
350	CNT0024	40,950.00
351	CNT0025	40,950.00
352	CNT0026	40,950.00
353	CNT0027	40,950.00
354	CNT0028	40,950.00
355	CNT0029	40,950.00
356	CNT0030	40,950.00
357	CNT0031	40,950.00
358	CNT0033	82,080.00
359	CNT0034	86,000.00
360	CNT0035	76,440.00
361	CNT0036	82,080.00
362	CNT0041	86,000.00
363	CNT0042	86,000.00
364	CNT0043	86,000.00
365	CNT0045	86,000.00
366	CNT0049	86,000.00
367	CNT0050	86,000.00
368	CNT0051	82,080.00
369	CNT0053	28,500.00
370	CNT0054	28,500.00
371	CNT0055	38,430.00
372	CNT0056	38,430.00
373	CNT0059	28,500.00
374	CNT0062	28,500.00
375	CNT0064	38,430.00

376	CNT0065	38,430.00
377	CNT0069	73,530.00
378	CNT0071	73,530.00
379	CNT0072	48,690.00
380	CNT0073	82,080.00
381	CNT0074	82,080.00
382	CNT0075	82,080.00
383	CNT0077	82,080.00
384	CNT0078	28,500.00
385	CNT0079	38,430.00
386	CNT0080	38,430.00
387	CNT0082	82,080.00
388	CNT0083	38,430.00
389	CNT0084	38,430.00
390	CNT0085	38,430.00
391	CNT0086	38,430.00
392	CNT0087	27,000.00
393	CNT0088	78,700.00
394	CNT0089	78,700.00
395	CNT0090	78,700.00
396	CNT0091	78,700.00
397	CNT0093	36,090.00
398	CNT0094	36,090.00
399	CNT0095	36,090.00
400		<b>39,509,230.00</b>

**NB: list all exclusions if any**

## **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>DESCRIPTION OF INSURANCE COVER</b>	<b>TOTAL PREMIUM (KSHS.)</b>
1.	GROUP LIFE	
2.	GROUP PERSONAL ACCIDENT	
3.	MONEY INSURANCE:	
4.	MOTOR VEHICLE	
5.	FIXED ASSETS	

## 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

Name Shares	Nationality	Citizenship Details
..... .....	.....	.....
..... .....	.....	.....
..... .....	.....	.....
..... .....	.....	.....
..... .....	.....	.....

*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 tender>

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

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....  
*[Name of procuring entity]*

WHEREAS ..... *[name of tenderer]*  
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_  
\_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ 20 \_\_\_\_\_  
\_\_\_\_\_ to supply .....  
*[description of insurance services]* (Hereinafter called "the Contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
*[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of ..... *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signature and seal of the Guarantors

\_\_\_\_\_  
*[Name of bank of financial institution]*

\_\_\_\_\_  
*[Address]*

\_\_\_\_\_  
*[Date]*

*(Amend accordingly if provided by Insurance Company)*

**Performance Evaluation**

*(The insured to indicate client rating by ticking the appropriate box)*

<i>How do you rate the performance of the insurance company as per their responsiveness to the following:-</i>	<i>Excellent</i>	<i>Good</i>	<i>Average</i>	<i>Poor</i>
<i>Excellent</i>				
<i>1. Claims handling</i>				
<i>2. Underwriting responsiveness</i>				
<i>3. General customer care</i>				

*Name of authorized signatory .....*

*Title.....*

*Signature.....*

*Date.....*

*Official stamp of the Insured.....*

*Telephone contacts:-.....*