



NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY (NEMA)

OPEN TENDER

FOR PROVISION OF GENERAL INSURANCE SERVICES.

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

OPEN TO UNDERWRITERS ONLY.

TENDER REF. NO. NEMA/T/13/2020-2021.

ISSUED ON JUNE 9, 2020.

CLOSING DATE & TIME: Wednesday, June 24, 2020 at 11:00 a.m.

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SECTION I - INVITATION FOR TENDERS

Date: JUNE 9, 2020.

TENDER REF. NO.: NEMA/T/13/2020-2021.

TENDER NAME: PROVISION OF GENERAL INSURANCE SERVICES.

- 1.1 The National Environment Management Authority (NEMA) invites sealed tenders from eligible candidates for PROVISION OF GENERAL INSURANCE SERVICES i.e. (GROUP LIFE, GROUP PERSONAL ACCIDENT (GPA), MONEY INSURANCE (CASH IN TRANSIT, CASH IN SAFES, FIDELITY GUARANTEE), MOTOR VEHICLE AND FIXED ASSETS).
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at NEMA headquarters procurement section during normal office working hours.
- 1.3 A complete set of tender documents should be **Downloaded free of charge** from NEMA website **www.nema.go.ke** or from public procurement portal website **www.tenders.go.ke**.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at the Main Reception located on the Ground Floor 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 **Wednesday, June 24, 2020 at 11:00 a.m.**

- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at the address in 1.5.

SIGNED FOR: Ag. 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.5,000/=
- 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 tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

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

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

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

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

2.10. Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

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

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security 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 or in another freely convertible currency, and shall be in the form
 - a) Cash.
 - b) A bank guarantee.

- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

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

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

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

2.12.8 The tender security may be forfeited:

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

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The 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 **Wednesday, June 24, 2020 at 11:00 a.m.**”

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 **Wednesday, June 24, 2020 at 11:00 a.m.**

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 **Wednesday, June 24, 2020 at 11:00 am** 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 tenderer's' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a

clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

2.20 Preliminary Examination and Responsiveness

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

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

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

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

(a) operational plan proposed in the tender;

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

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

(a) Operational Plan

(i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

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

2.22.4 The tender evaluation committee shall evaluate the tender within 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 non of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.3 A tenderer who gives false information in the tender document about is qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

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

2.28 Signing of Contract

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will

simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

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

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

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

Appendix to Instructions to Tenderers

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	Particulars of Appendix To Instructions To Tenderers
2.1	Insurance Companies Licensed by the Insurance Regulatory Authority and eligible to provide general insurance cover business in Kenya.
2.13.1	Tenders shall remain valid for 120 days after date of tender opening
2.14	The tenderers shall prepare an Original and Copy of Technical Proposal and an Original and Copy of Financial Proposal.
2.15	The Original and Copy of the technical proposals shall be sealed in separate envelopes marked Original Technical and Copy technical indicating “DO NOT OPEN BEFORE Wednesday, June 24, 2020 at 11:00 am . The Original and Copy of the financial Proposal shall be sealed in separate envelopes marked Original financial and Copy Financial indicating “DO NOT OPEN WITH TECHNICAL PROPOSAL” All the Four documents shall be submitted in one sealed outer envelope.
2.2.2	A complete set of tender documents may also be Downloaded free of charge from NEMA website www.nema.go.ke or from public procurement portal website www.tenders.go.ke .
2.12.1	<p>The tenderer shall furnish, as part of its tender, a tender security (in a separate sealed and clearly labelled envelope) for the amount of KShs.60,000 in either of the following forms:</p> <ul style="list-style-type: none"> a) Cash. b) A bank guarantee. c) Guarantee by an Insurance Company registered and licensed by the Insurance Regulatory Authority listed by the Authority or d) A Guarantee issued by a Financial Institution approved and licensed by the Central Bank of Kenya. <p>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.</p>

2.16.3	Bulky tenders which will not fit the tender box shall be received, registered and secured at the procurement office in Block A, room No. G.16.
2.25.1	Award will be made to the bidder with the highest score. The contract will be for an initial period of one year renewable subject to satisfactory performance.
2.29.1	The successful tenderer shall furnish the performance security (in KShs) of five (5) percent of the contract amount in either of the following forms before signing of the contract: a) Cash. b) A bank guarantee. c) Guarantee by an Insurance Company registered and licensed by the Insurance Regulatory Authority listed by the Authority or d) A Guarantee issued by a Financial Institution approved and licensed by the Central Bank of Kenya.
2.22.3	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. 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 = I). 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
2.22	Evaluation and Comparison of Tenders

Stage I: Preliminary Evaluation				
	The following documents are mandatory and must be submitted by the Bidders, failure to which the tender will be treated as nonresponsive and rejected.	YES	NO	Remarks
1	Copy of Certificate of Incorporation			
2	Copy of KRA's PIN Certificate			
3	Valid Tax Compliance Certificate from the Kenya Revenue Authority			
4	Copy of Current (year 2020) Membership Certificate of Association of Kenya Insurance			

	(AKI)			
5	Audited and Certified Financial Statements for the last three years i.e. 2018-2019,2017-2018,2016-2017, or 2015-2016 where 2018-2019 are not ready.			
6	Tender Security of KShs.60,000 either in form of: a)Cash. b) A bank guarantee. c) Guarantee by an Insurance Company registered and licensed by the Insurance Regulatory Authority listed by the Authority or d) A Guarantee issued by a Financial Institution approved and licensed by the Central Bank of Kenya; Tender Security to remain in force up to and including thirty (30) days after the period of tender validity.			
7	Registration Certificate from Insurance Regulatory Authority			
8	Self Declaration Form SD1			
9	Self Declaration Form SD2			
10	Complete, Signed and Stamped Confidential Business Questionnaire			
11	A copy of Form CR12			
12	Must be registered to provide general cover with the Insurance Regulatory Authority for the year 2020. Attach Certificate.			
13	Must give a list of 5 (five) reputable clients and the total clients premiums for the year 2019 . Attach award letters or contracts.			
14	Must have done an annual premium of not less than Ksh 200 Million in 2019. (Evidence from audited financial statements for 2019 or 2018 where 2019 report is not ready).			
15	Must fill the form of tender in the format provided			
16	Must fill the price schedule in the format provided			
17	Must have paid up capital of at least Kshs.100,000,000			

	Stage II: Technical Evaluation	Max Score	Awarded Score	Remarks
1	Key Personnel Qualifications and Company's past Experience/Operation performance List / provide at least four (4) key professional staff with specific portfolio/task each with the following minimum qualification and experience.	20 marks		
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 }			
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 } and;			
c	Certified CVs signed by both the employer and the employee {0.5 marks each} – (total 2 marks)			
2	Company's past Experience /Operation performance	8marks		
	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.			
a	Provide three recommendation letters and evidence of contracts) – Total -6Marks			
b	Provide actual turnaround time for settling claims– • Between 30-60 days – 2 marks • Over 60 days - 1 marks			
3	Financial Strength of the Underwriter	8 marks		

a	For Financial strength underwriter Must submit copies of the audited accounts for the last three years with: A net asset base of at least Kes.500million - 2 marks A net asset base of Kes 250million to 499,999,999million - 1 mark A net asset base below 250million - zero marks Current ratio above 2:1 (2 marks) Current ratio between 1.5: 1 and 2:1 (1 mark) Current ratio below 1.5 - zero marks			
b	Administration office of the underwriter with physical address, telephone and contact person (1Mark)			
c	Highest single premiums handled in each of the quoted Insurance category attach evidence (2 marks)			
d	Information regarding any litigation, 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.			
4	Response to the tender document requirements			
4.1	Motor vehicles – Private	10 marks		
a	Comprehensive cover (1 mark)			
b	Passenger liability (2m and above per person) (1 mark)			
c	Passenger liability (10m and above /event) (1 mark)			
d	Repair authority (50,000) (1 mark)			
e	Excess (2.5%) (1 mark)			
f	Towing (Kshs.50,000) (1 mark)			
g	Windscreen (Kshs.30,000) (1 mark)			
h	Radio/Entertainment (Kshs,50,000) (1 mark)			
i	Third party person (Unlimited) (1 mark)			
j	Third party property (Ksh.3m) (1 mark)			
4.2	Motor vehicles – Commercial	5 marks		
a	Comprehensive cover (0.5 marks)			
b	Passenger liability (2m and above per person) (0.5 marks)			
c	Passenger liability (10m/ and above per event) (0.5 marks)			
d	Repair authority (50,000) (0.5 marks)			

e	Excess (2.5%) (0.5 marks)			
f	Towing (50,000) (0.5 marks)			
g	Windscreen (50,000) (0.5 marks)			
h	Radio/Entertainment (50,000) (0.5 marks)			
i	Third party person (Unlimited) (0.5 marks)			
j	Third party property (3m) (0.5 marks)			
4.3	Money Insurance	3 marks		
a	Cash in safes (0.5m) (1 mark)			
b	Cash in transit (0.6m) (1 mark)			
c	Fidelity Insurance Cover (10.2M) (1 mark)			
4.4	Fixed Assets	10 marks		
a	Sum insured (Kshs.194,024,914.00)			
4.5	GPA	8 marks		
a	Death (3 years basic salary) (2 marks)			
b	PTD – 3 years basic salary (2 marks)			
c	TTD – Actual weekly salary (max of 104 weeks) (2 marks)			
d	Medical expenses until full recovery or declaration of disability or death (2 marks)			
4.6	GROUP LIFE INSURANCE (30 Marks)	10 marks		
a	How many years benefit (3years) (5 marks)			
b	Last expenses (100,000) (5 marks)			
5	Proposed approach and methodology to carry out the services (1 mark each)	10 marks		
a				
b				
c				
d				
e				
f				
g				
h				
i				
j				
6	Value adding elements and coverage (1 mark each)	8 marks		
a				

b				
c				
d				
e				
f				
g				
h				
	MAXIMUM POSSIBLE SCORE	100/100		
	MINIMUM SCORE REQUIRED TO PROCEED TO STAGE III	75/100		
	Stage III: Financial Evaluation			
	<p>Only firms scoring 75/100 will be considered in this stage.</p> <p>The financial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, Exclusion Clauses, and other pertinent terms and conditions of tender. The evaluation committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be Included in other costs in the proposal. In all cases, the total price of the bid as submitted shall prevail.</p> <p>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.</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” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not 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 the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

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

3.8. Payment

- 3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC.
- 3.82. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

3.9. Prices

- 3.9.1 Prices 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

4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY

- 4.1.1 Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted.
- 4.1.2 Must have done annual gross premiums in previous year of **Kshs.200,000,000.**
- 4.1.3 Must have paid up capital of at least **Kshs.100,000,000.**
- 4.1.4 Must give a list of 5 (five) reputable clients and the total clients premiums for the previous year.
- 4.1.5 Must submit a copy of the audited accounts for the previous year.
- 4.1.6 Must have total number of management staff of at least **four (4).**
- 4.1.7 Must submit copies of the following documents;
 - (a) PIN Certificate
 - (b) Tax Compliance Certificate
 - (c) Certificate of Registration/Incorporation
- 4.1.8 Must be a member of the Association of Kenya Insurance (AKI)

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	<p>The successful tenderer shall furnish the performance security (in KShs) of five (5) percent of the contract amount in either of the following forms before signing of the contract:</p> <ul style="list-style-type: none"> a) Cash. b) A bank guarantee. c) Guarantee by an Insurance Company registered and licensed by the Insurance Regulatory Authority listed by The Authority or d) A Guarantee issued by a Financial Institution approved and licensed by the Central Bank of Kenya.
3.7 Delivery of Services	As per the Schedule of Requirements
3.8 Payment	Payment method shall be via Electronic Funds Transfer.
3.9 Price adjustment	No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties. The policy should allow for additional cover as need arises, based on the prices quoted with this tender document.
3.14.2 Resolution of Disputes	Disputes to be settled as per the Arbitration Laws of Kenya.
3.16 Applicable law	The contract shall be interpreted in accordance with the laws of Kenya.
3.18 Notices	<p>THE DIRECTOR GENERAL, NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY, ELAND HOUSE, POPO ROAD, OFF MOMBASA ROAD, P.O. BOX 67839 – 00200 NAIROBI. Email:dgnema@nema.go.ke</p>

SECTION V - SCHEDULE OF REQUIREMENTS

1.0 DETAILS OF INSURANCE COVERS

1.1 PROVISION OF GENERAL PERSONAL ACCIDENT (GPA) COVER FOR MEMBERS OF STAFF AT NEMA AND BOARD MEMBERS (7)

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 (1) year.

NB: list all exclusions if any

1.2 GROUP LIFE INSURANCE COVER FOR MEMBERS OF STAFF ONLY

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 TO COVER: one (1) year.

NEMA STAFF LIST & BASIC SALARY AS AT MAY 2020 FOR GROUP LIFE AND GENERAL PERSONAL ACCIDENT (GPA) COVER.

	P/NO	Basic Pay
1	16	183,680
2	17	150,690
3	21	208,740
4	23	183,680
5	25	155,250
6	26	155,250
7	28	155,250
8	29	155,250
9	31	146,160
10	33	171,330

11	35	155,250
12	36	160,210
13	37	155,250
14	38	155,250
15	39	155,250
16	40	155,250
17	41	155,250
18	42	160,210
19	43	155,250
20	44	160,210
21	45	137,190
22	46	132,750
23	47	132,750
24	48	141,660
25	49	150,690
26	50	132,750
27	51	132,750
28	52	132,750
29	53	132,750
30	56	115,290
31	60	242,340
32	62	223,140
33	71	177,490
34	74	242,340
35	75	165,570
36	76	177,490
37	78	137,190
38	79	132,750
39	85	177,490
40	88	177,490
41	89	155,250
42	91	223,140
43	94	137,190
44	96	132,750
45	98	155,250
46	99	132,750
47	101	115,290
48	103	132,750
49	106	94,140

50	108	137,190
51	109	137,190
52	111	132,750
53	116	94,140
54	117	132,750
55	118	115,290
56	120	94,140
57	123	79,380
58	125	102,510
59	129	123,960
60	130	98,310
61	131	79,380
62	132	90,000
63	140	86,160
64	147	82,620
65	149	82,620
66	155	94,140
67	157	137,190
68	174	119,680
69	176	90,000
70	179	160,210
71	182	202,430
72	184	155,250
73	185	208,740
74	187	146,160
75	188	155,250
76	190	150,690
77	191	141,660
78	192	160,210
79	194	155,250
80	195	137,190
81	196	155,250
82	197	150,690
83	198	181,680
84	199	155,250
85	200	146,160
86	202	141,660
87	203	61,980
88	204	155,250

89	205	141,660
90	206	215,340
91	208	141,660
92	210	208,740
93	211	177,490
94	214	141,660
95	217	171,330
96	218	141,660
97	219	146,160
98	222	171,330
99	224	141,660
100	225	208,740
101	226	141,660
102	227	141,660
103	230	146,160
104	231	141,660
105	232	155,250
106	233	150,690
107	237	320,840
108	240	82,620
109	241	82,620
110	243	86,160
111	247	320,840
112	251	150,690
113	253	73,530
114	254	132,750
115	255	183,680
116	256	165,570
117	257	94,140
118	259	102,510
119	260	64,980
120	261	165,570
121	263	82,620
122	264	82,620
123	266	123,960
124	267	165,570
125	270	132,750
126	274	160,210
127	275	123,960

128	279	137,190
129	280	137,190
130	281	171,330
131	284	155,250
132	285	202,430
133	286	146,160
134	287	141,720
135	288	137,190
136	289	123,960
137	290	146,160
138	292	146,160
139	293	64,980
140	294	67,800
141	298	73,530
142	299	59,430
143	300	62,190
144	301	132,750
145	302	62,190
146	303	123,960
147	306	283,440
148	307	123,960
149	308	123,960
150	309	160,210
151	310	123,960
152	311	223,140
153	312	123,960
154	313	146,160
155	314	128,340
156	316	128,340
157	317	123,960
158	319	123,960
159	320	115,290
160	322	128,340
161	323	115,290
162	326	123,960
163	327	171,330
164	328	128,340
165	329	128,340
166	330	115,290

167	332	128,340
168	333	115,290
169	336	123,960
170	337	123,960
171	338	67,800
172	341	70,650
173	343	128,340
174	344	67,800
175	345	51,330
176	347	137,190
177	348	155,340
178	350	123,960
179	352	137,190
180	358	123,960
181	359	76,440
182	360	123,960
183	363	111,000
184	364	141,660
185	365	123,960
186	366	111,000
187	367	111,000
188	368	123,960
189	369	123,960
190	370	123,960
191	371	115,290
192	372	132,750
193	373	132,750
194	374	123,960
195	375	115,290
196	376	132,750
197	377	150,690
198	378	123,960
199	379	177,490
200	381	132,750
201	382	132,750
202	383	115,290
203	384	123,960
204	386	137,190
205	388	115,290

206	389	123,960
207	391	128,340
208	392	123,960
209	393	123,960
210	394	132,750
211	395	115,290
212	396	146,160
213	407	128,340
214	409	189,900
215	410	146,160
216	412	189,900
217	414	64,980
218	415	76,440
219	416	64,980
220	417	67,800
221	418	64,980
222	420	64,980
223	422	160,210
224	423	128,340
225	424	123,960
226	425	115,290
227	426	123,960
228	427	123,960
229	428	79,380
230	435	137,190
231	436	123,960
232	437	67,800
233	440	51,330
234	442	137,190
235	447	46,140
236	450	320,840
237	457	43,500
238	458	46,080
239	460	123,960
240	462	123,960
241	463	123,960
242	464	123,960
243	465	123,960
244	466	111,000

245	467	123,960
246	468	123,960
247	470	123,960
248	471	171,330
249	473	141,660
250	474	111,000
251	475	160,210
252	476	171,270
253	477	160,210
254	478	115,290
255	479	115,290
256	480	98,310
257	481	115,290
258	484	115,290
259	487	64,980
260	488	64,170
261	489	111,000
262	491	141,660
263	492	183,680
264	494	137,190
265	495	59,430
266	496	59,430
267	497	59,430
268	499	59,430
269	500	59,430
270	501	59,430
271	502	59,430
272	503	59,430
273	504	73,530
274	505	94,140
275	507	70,650
276	508	123,960
277	509	202,430
278	510	202,430
279	511	177,490
280	512	171,330
281	513	177,490
282	514	102,510
283	515	106,740

284	516	106,740
285	517	106,740
286	518	106,740
287	519	128,340
288	520	106,740
289	521	38,730
290	522	46,080
291	523	48,690
292	524	46,080
293	525	48,690
294	527	46,080
295	528	48,690
296	529	48,690
297	530	36,090
298	532	102,510
299	533	137,190
300	534	102,510
301	535	177,490
302	536	132,750
303	537	94,140
304	538	94,140
305	539	94,140
306	540	94,140
307	541	43,500
308	542	76,440
309	543	76,440
310	544	76,440
311	545	76,440
312	546	94,140
313	547	76,440
314	548	76,440
315	549	76,440
316	550	94,140
317	551	76,440
318	552	76,440
319	553	94,140
320	554	132,780
321	555	94,140
322	556	150,690

323	557	51,300
324	558	111,000
325	559	40,950
326	560	40,950
327	561	51,300
328	562	51,330
329	563	40,950
330	564	94,140
331	565	90,000
332	566	90,000
333	567	106,740
334	569	90,000
335	570	90,000
336	571	128,340
337	572	90,000
338	573	90,000
339	574	40,950
340	575	27,000
341	576	30,150
342	577	123,960
343	579	70,650
344	580	31,950
345	581	123,960
346	582	141,660
347	583	70,650
348	CNT0004	90,000
349	CNT0015	102,510
350	CNT0020	46,080
351	CNT0022	46,080
352	CNT0024	46,080
353	CNT0025	46,080
354	CNT0026	46,080
355	CNT0027	46,080
356	CNT0029	46,080
357	CNT0033	98,310
358	CNT0035	82,620
359	CNT0036	94,140
360	CNT0041	102,510
361	CNT0042	102,510

362	CNT0043	102,510
363	CNT0045	102,510
364	CNT0049	102,510
365	CNT0050	102,510
366	CNT0051	98,310
367	CNT0053	30,150
368	CNT0054	30,150
369	CNT0056	40,950
370	CNT0062	30,150
371	CNT0064	43,500
372	CNT0065	43,500
373	CNT0069	79,380
374	CNT0071	79,380
375	CNT0072	56,700
376	CNT0073	98,310
377	CNT0074	98,310
378	CNT0075	98,310
379	CNT0077	98,310
380	CNT0079	43,500
381	CNT0080	43,500
382	CNT0082	98,310
383	CNT0083	43,500
384	CNT0084	43,500
385	CNT0086	43,500
386	CNT0087	31,950
387	CNT0088	94,140
388	CNT0090	94,140
389	CNT0091	94,140
390	CNT0093	40,950
391	CNT0094	40,950
392	CNT0095	40,950
393	CNT0096	38,430
394	CNT0097	38,430
395	CNT0098	86,160
396	CNT0099	86,160
397	CNT0100	86,160
398	CNT0101	86,160
399	CNT0102	27,000
400	CNT0103	27,000

401	CNT0104	36,090
402	CNT0105	36,090
403	CNT0106	36,090
404	CNT0107	86,160
405	CNT0108	36,090
406	CNT0109	36,090
407	CNT0110	36,090
		46,542,210

1.3 MONEY INSURANCE

- a. 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.
- b. 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.

PERIOD TO COVER: one (1) year.

1.4 MOTOR VEHICLE INSURANCE

1.4.1 CLASS OF POLICY: MOTOR PRIVATE INSURANCE

SCOPE OF COVER: Comprehensive
PERIOD OF COVER: one year
LIMITS OF LIABILITY: Geographical area – Kenya
 Passenger liability Kshs.2m per person – Ksh.10m 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

1.4.2 CLASS OF POLICY: MOTOR COMMERCIAL INSURANCE

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

TOWING CHARGES - Kshs.20,000

REPAIR AUTHORITY - Kshs.20,000

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

LIST OF MOTOR VEHICLES FOR INSURANCE COVER

VEHICLES RATED AS PRIVATE

NO.	REG.NO.	MAKE	LOCATION	VALUE
1	KAN 550U	LANDROVER 110	MURANGA	500,000.00
2	KAN 570U	TOYOTA L/CRUISER	MARSABIT	800,000.00
3	KAR 934L	TOYOTA HILUX	MERU	600,000.00
4	KAT 983X	TOYOTA HILUX	HQS	500,000.00
5	KAY 039V	TOYOTA HILUX	MANDERA	720,000.00
6	KBA 081A	TOYOTA HILUX	KISUMU	750,000.00

7	KBB 791T	TOYOTA HILUX	NYAMIRA	750,000.00
8	KBB 792T	TOYOTA HILUX	VIHIGA	750,000.00
9	KBB 793T	TOYOTA HILUX	TRANS-NZOIA	700,000.00
10	KBB 794T	TOYOTA HILUX	SIAYA	750,000.00
11	KBB 795T	TOYOTA HILUX	NYAHURURU	750,000.00
12	KBB 796T	TOYOTA HILUX	KISII	750,000.00
13	KBB 797T	TOYOTA HILUX	TANA RIVER	700,000.00
14	KBB 846T	TOYOTA HILUX	HOMABAY	650,000.00
15	KBB 847T	TOYOTA HILUX	BOMET	750,000.00
16	KBB 848T	TOYOTA HILUX	BUSIA	800,000.00
17	KBD 114G	TOYOTA PRADO	HQS	1,000,000.00
18	KBD 119G	TOYOTA PRADO	HQS	1,000,000.00
19	KBJ 102E	TOYOTA PRADO	HQS	1,000,000.00
20	KBF 601N	NISSAN XTRAIL	HQs NAIROBI	850,000.00
21	KBG 101C	ISUZU TFS 77-D CABIN	NAKURU	950,000.00
22	KBG 102C	ISUZU TFS 77 -D CABIN	NYAYO HOUSE	950,000.00
23	KBG 765E	TOYOTA D-CABIN	HQs NAIROBI	850,000.00
24	KBJ 003U	ISUZU TFS 85-D CABIN	NYERI	800,000.00
25	KBJ 567U	TOYOTA PICK-UP	KAKAMEGA	550,000.00
26	KBJ 657U	VW PASSAT	HQS NAIROBI	1,000,000.00
27	KBN 229E	ISUZU TFS 85	UASIN GISHU	950,000.00
28	KBN 230E	ISUZU TFS 85	HQs NAIROBI	950,000.00
29	KBN 231E	ISUZU TFS 85	MACHAKOS	1,150,000.00
30	KBN 977E	Toyota Prado	HQs NAIROBI	1,750,000.00
31	KBQ 054D	ISUZU TFS 85	KWALE	1,050,000.00
32	KBQ 055D	ISUZU TFS 85	BUNGOMA	1,050,000.00
33	KBQ 056D	ISUZU TFS 85	BARINGO	1,050,000.00
34	KBQ 057D	ISUZU TFS 85	KITUI	1,050,000.00
35	KBQ 058D	ISUZU TFS 85	KIAMBU	1,100,000.00
36	KBQ 059D	ISUZU TFS 85	TURKANA	750,000.00
37	KBQ 060D	ISUZU TFS 85	GARISSA	1,050,000.00
38	KBQ 061D	ISUZU TFS 85	KAJIADO	1,050,000.00
39	KBQ 071D	ISUZU TFS 85	TAITA	1,050,000.00
40	KBQ 072D	ISUZU TFS 85	NYAYO HOUSE	1,050,000.00
41	KBQ 075D	ISUZU TFS 85	SAMBURU	750,000.00
42	KBQ 292D	ISUZU TFS 85	ISIOLO	1,050,000.00
43	KBQ 986D	TOYOTA FORTUNER	HQs NAIROBI	1,350,000.00
44	KBT 311N	ISUZU DMAX	MOMBASA	1,250,000.00

45	KBT 312N	ISUZU DMAX	MOMBASA	1,250,000.00
46	KBW 523V	MOTOR BIKE	HQs NAIROBI	300,000.00
47	KCH 461Q	TOYOTA FORTUNER	HQS	6,700,000.00
48	KCH 930Q	SUZUKI JIMMY	KIRINYAGA	2,300,000.00
49	KCH 931Q	SUZUKI VITARA	ELGEYO	3,600,000.00
50	KCH 934Q	SUZUKI VITARA	HQS	3,600,000.00
51	KCH 939 Q	SUZUKI JIMMY	THARAKA NITHI	2,300,000.00
52	KCH 940Q	SUZUKI VITARA	KILIFI	3,600,000.00
53	KCH 941Q	SUZUKI VITARA	MOMBASA	3,600,000.00
54	KCH 942Q	SUZUKI VITARA	NAROK	3,600,000.00
55	KCH 943Q	SUZUKI VITARA	WEST POKOT	3,600,000.00
56	KCK 822U	TOYOTA PRADO	HQS	10,250,000.00
57	KCK 982U	LANDROVER	HQS	6,200,000.00
58	KCP 268K	TOYOTA LANDCRUISER	HQS	7,400,000.00
59	KCT 180Y	SUZUKI VITARA	MAKUENI	3,587,100.00
60	KCT 179Y	SUZUKI VITARA	MIGORI	3,587,100.00
61	KCT 181Y	SUZUKI VITARA	LAIKIPIA	3,587,100.00
62	KCT 177Y	TOYOTA PRADO	HQS	10,530,000.00
63	KCT 178Y	TOYOTA PRADO	HQS	10,530,000.00
64	KCT 184Y	TOYOTA FORTUNER	HQS	8,356,000.00
65	KCT 185Y	TOYOTA FORTUNER	HQS	8,356,000.00
66	KCT 266Y	SUZUKI VITARA	UASIN GISHU	3,587,100.00
67	KCT 265Y	SUZUKI VITARA	MERU	3,587,100.00
68	KCT 248Y	SUZUKI VITARA	EMBU	3,587,100.00
69	KCT 393Y	SUZUKI VITARA	HQS	3,587,100.00
70	KCT 394Y	SUZUKI VITARA	HQS	3,587,100.00
71	KCT 395Y	SUZUKI VITARA	TRANS NZOIA	3,587,100.00
72	KCT 396Y	SUZUKI VITARA	KIAMBU	3,587,100.00
73	KCT 403Y	SUZUKI VITARA	KAJIADO	3,587,100.00
74	KCT 404Y	SUZUKI VITARA	HQS	3,587,100.00
75	KCT 402Y	SSUZUKI VITARA	NAKURU	3,587,100.00
76	KCT 413Y	TOYOTA LAND CRUISER	HQS	7,570,000.00
77	ZG0298	MOBILE GENERATOR	HQS	1,200,000.00

VEHICLES RATED AS COMMERCIAL

NO.	REG. NO	MAKE	LOCATION	VALUE
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78	KBG 103C	ISUZU MINI BUS NQR	HQS NRB	1,900,000.00
79	KBR 571U	TOYOTA HIACE	HQS NRB	1,650,000.00
80	KCT 170Y	NISSAN URVAN	HQS NRB	7,500,000.00
81	KCQ 956Z	ISUZU NPR	HQS NRB	3,500,000.00

MOBILE CARAVAN TO BE INSURED UNDER THIRD PARTY REGISTRATION IS **(ZF 8052)** VALUE IS 9,000,000.00.

1.5 ALL RISKS INSURANCE COVER FOR FIXED ASSETS (list available on request).

PERIOD OF COVER: one year

SUM INSURED: Total KShs. /=367,936,398/=

SECTION VI - STANDARD FORMS

Notes on the standard Forms

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

Form of Tender

To: _____
Name and address of procuring entity

Date _____

Tender No.
Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of
.....[Total Tender amount in words and figures]
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

Dated this _____ day of _____ 2005

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Form

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

Contract Form

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

WHEREAS the Procuring entity invited tenders for the GPA cover and has
accepted a tender by the tenderer for the supply of the services in the sum of .

[contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

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

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part I: General:

Business Name
Location of business premises
Plot No. Street/Road
Postal Address Tel. No.Fax
Email
Nature of business
Registration Certificate No.....
Maximum value of business which you can handle at any one time:
Kshs.
Name of your bankers
Branch.....

Part 2(a) – Sole Proprietor:

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

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

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

Issued Kshs.....

Give details of all directors as follows

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

Date.....

Signature of Tenderer

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

TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

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

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

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

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

This guarantee is valid until the _____ day of _____ 20 ____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board
on day of20.....

SIGNED
Board Secretary

SELF DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT

DEBARRED IN

THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL

ACT

2015.

I,, of Post Office Box
being a resident of in the Republic
of..... do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing
Director/Principal

Officer/Director of (insert name of the
Company) who is a Bidder in respect of Tender No. NEMA/T/13/2020-2021:
Provision Of General Insurance Services I.E. (Group Life, Group Personal
Accident (GPA), Money Insurance (Cash In Transit, Cash In Safes, Fidelity
Guarantee), Motor Vehicle And Fixed Assets for the National Environment
Management Authority (NEMA) and duly authorized and competent to make
this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been
debarred from participating in procurement proceeding under Part IV of the
Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge,
information and belief.

.....

(Title)..... (Signature)..... (Date).....

Bidder Official Stamp.....

FORM SD2

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT
ENGAGE IN
ANY CORRUPT OR FRAUDULENT PRACTICE.**

I,of P. O. Box being a
resident of in the Republic of do
hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal
Officer/Director of

..... (insert name of the Company) who is a Bidder
in respect of Tender No. NEMA/T/13/2020-2021: Provision Of General
Insurance Services I.E. (Group Life, Group Personal Accident (GPA), Money
Insurance (Cash In Transit, Cash In Safes, Fidelity Guarantee), Motor Vehicle
And Fixed Assets for the National Environment Management Authority
(NEMA) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will
not engage in any corrupt or fraudulent practice and has not been requested
to pay any inducement to any member of the Board, Management, Staff and/or
employees and/or agents of the National Environment Management Authority
(NEMA) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have
not offered any inducement to any member of the Board, Management, Staff

and/or employees and/or agents of the National Environment Management Authority (NEMA).

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....

(Title).....(Signature).....(Date).....

Bidder's Official Stamp.....