



TENDER DOCUMENT

FOR

**PROVISION OF GROUP PERSONAL ACCIDENT & GROUP LIFE
INSURANCE COVER FOR NACADA STAFF**

NAC/T/08/2019-2020

SUBMISSION DATE: 20TH JANUARY 2020

TIME: 10.00AM

JANUARY 2020

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SECTION I – INVITATION TO TENDER

Date: 6th January 2020

**TENDER REF. NO. NAC/T/11/2020: PROVISION OF GROUP
PERSONAL ACCIDENT AND GROUP LIFE INSURANCE COVERS FOR
NACADA STAFF**

- 1.1 NACADA invites sealed tenders from eligible candidates to tender for provision of the above services. You shall be expected to submit a combined technical and financial proposal for this tender. The regulations for submission of the proposal are contained in the attached document.
- 1.2 Interested eligible candidates may download the tender document free of charge from below sites Public Procurement information portal through www.tenders.go.ke or www.nacada.go.ke or obtain further information from NACADA Offices, NSSF Building Block “A” Western Wing 18th Floor, at the Supply Chain Management Office during normal office working hours. 8.00am to 5.00pm Monday to Friday
- 1.3 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.
- 1.4 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 NACADA Offices, NSSF Building Block “A” Eastern Wing 18th Floor or be addressed to **The Chief Executive officer, National Authority for The Campaign Against Alcohol and Drug Abuse, P.O. Box 10774, 00100 NAIROBI** so as to be received on or before **Monday, 20th January 2020 at 10.00am.**
- 1.5 Tenders must be accompanied by a tender security of Ksh 50,000.00 in form of a guarantee from a reputable bank or insurance company approved by PPRA payable to Chief Executive Officer, NACADA.
- 1.6 Tenders will be opened in public immediately thereafter in the presence of the candidates’ representatives who choose to attend at NACADA Offices, NSSF Building Block “A” Eastern Wing 18th Floor.

**Chief Executive Officer,
NACADA**

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 NACADA'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 NACADA 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 NACADA, 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 NACADA 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 NACADA by post, fax or by email at NACADA's address indicated in the Invitation for tenders. NACADA 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 NACADA. 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 NACADA 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.

2.5 Amendment of Tender Documents

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

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

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, NACADA, 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 NACADA, 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 NACADA'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 be of Ksh. **50,000**

2.12.3 The tender security is required to protect NACADA 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 NACADA 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 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by NACADA as non-responsive.

2.13.2 In exceptional circumstances, NACADA 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 NACADA 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 *Monday 20th January 2020 at 10.00 am.*
- 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, NACADA 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 NACADA at the address specified under paragraph 2.15.2 not later than *Monday 20th January 2020 at 10.00 am.*
- 2.16.2 NACADA 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 NACADA 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 NACADA 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 NACADA 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 NACADA will open all tenders in the presence of tenderers' representatives who choose to attend, *Monday, 20th January 2020 at 10.00* 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 NACADA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 NACADA 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 NACADA 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 NACADA in NACADA'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 NACADA 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 NACADA 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, NACADA 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 NACADA'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 NACADA 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, NACADA 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 NACADA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 NACADA'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) NACADA 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 NACADA'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. NACADA 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 NACADA

2.23.1 Subject to paragraph 2.19 no tenderer shall contact NACADA 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 NACADA 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 NACADA 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 NACADA 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 NACADA 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 NACADA 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 NACADA's action. If NACADA determines that non-responsive of the tenders is responsive, NACADA shall notify each tenderer who submitted a tender.

2.26.2 NACADA 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, NACADA 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 NACADA 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 NACADA 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 NACADA notifies the successful tenderer that its tender has been accepted, NACADA 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 NACADA.
- 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 NACADA.
- 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 NACADA may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 NACADA 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 NACADA 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.

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS																											
2.1	Eligibility is the Insurance brokerage companies licensed by the Insurance Regulatory Authority to transact business in Kenya																											
2.2.2	Documents will free of charge and can be Downloaded from www.nacada.go.ke or www.tenders.go.ke																											
2.10	The currency allowed will be Kenyan shillings																											
2.15.1	Bidders must submit an original and a copy of the tender document																											
2.12.2	Particulars of Tender Security																											
2.18.1	Tender security of Ksh 50,000.00 valid for 120 days																											
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2.12.4	The Tender security shall be in the form of a bank guarantee issued by a reputable bank located in Kenya or an insurance company approved by PPRA (no self – issued tender security)																											
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Reception of the NACADA Office and a bulky documents register signed.																											
2.22.1	<p style="text-align: center;">EVALUATION CRITERIA</p> <p>1) Mandatory Requirement This will be used during Preliminary Examination to determine responsiveness.</p> <table border="1" data-bbox="428 1121 1201 1703"> <thead> <tr> <th data-bbox="428 1121 519 1171">MR</th> <th data-bbox="519 1121 948 1171">CRITERIA</th> <th data-bbox="948 1121 1201 1171">RESPONSIVE OR NON RESPONSIVE</th> </tr> </thead> <tbody> <tr> <td data-bbox="428 1171 519 1222">MR1</td> <td data-bbox="519 1171 948 1222">Copy of Certificate of Registration/Incorporation</td> <td data-bbox="948 1171 1201 1222"></td> </tr> <tr> <td data-bbox="428 1222 519 1331">MR 2</td> <td data-bbox="519 1222 948 1331">Copy of Current/Valid Tax Compliance Certificate issued by the Kenya Revenue Authority</td> <td data-bbox="948 1222 1201 1331"></td> </tr> <tr> <td data-bbox="428 1331 519 1381">MR 3</td> <td data-bbox="519 1331 948 1381">Price Schedule signed and stamped in the format provided</td> <td data-bbox="948 1331 1201 1381"></td> </tr> <tr> <td data-bbox="428 1381 519 1432">MR 4</td> <td data-bbox="519 1381 948 1432">Form of Tender signed and stamped in the format provided</td> <td data-bbox="948 1381 1201 1432"></td> </tr> <tr> <td data-bbox="428 1432 519 1516">MR 5</td> <td data-bbox="519 1432 948 1516">Dully filled, signed and stamped Confidential Business Questionnaire in the format provided</td> <td data-bbox="948 1432 1201 1516"></td> </tr> <tr> <td data-bbox="428 1516 519 1600">MR 6</td> <td data-bbox="519 1516 948 1600">Registration Certificate with Insurance Regulatory Authority.</td> <td data-bbox="948 1516 1201 1600"></td> </tr> <tr> <td data-bbox="428 1600 519 1650">MR 7</td> <td data-bbox="519 1600 948 1650">Copy of Current License from Insurance Regulatory Authority</td> <td data-bbox="948 1600 1201 1650"></td> </tr> <tr> <td data-bbox="428 1650 519 1703">MR 8</td> <td data-bbox="519 1650 948 1703">Copy of membership Certificate with Association of Kenya Insurance Brokers</td> <td data-bbox="948 1650 1201 1703"></td> </tr> </tbody> </table>	MR	CRITERIA	RESPONSIVE OR NON RESPONSIVE	MR1	Copy of Certificate of Registration/Incorporation		MR 2	Copy of Current/Valid Tax Compliance Certificate issued by the Kenya Revenue Authority		MR 3	Price Schedule signed and stamped in the format provided		MR 4	Form of Tender signed and stamped in the format provided		MR 5	Dully filled, signed and stamped Confidential Business Questionnaire in the format provided		MR 6	Registration Certificate with Insurance Regulatory Authority.		MR 7	Copy of Current License from Insurance Regulatory Authority		MR 8	Copy of membership Certificate with Association of Kenya Insurance Brokers	
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MR 8	Copy of membership Certificate with Association of Kenya Insurance Brokers																											

	MR 9	Tender security of Ksh 50,000.00 valid for 120 days.	
	MR 10	Serialization OR Paging of the entire tender document and attachments	
	MR 11	Valid Single Business Permit	
	MR 12	Copy of CR 12 Certificate	
	MR13	KRA Pin Certificate	
	At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered for further evaluation		
2.22	<p>2) Technical Evaluation The tenders will be technically evaluated and marks awarded as stipulated in section vi technical evaluation response form. the minimum technical score to proceed to financial evaluation is 70 marks and only tenderers that secure the minimum technical score will be financially evaluated</p> <p>STAGE 3: Financial Evaluation The Financial Evaluation stage will involve the following;</p> <p>i. Confirmation and considering price schedule duly completed and signed ii. Conducting a financial comparison</p>		
	<u>Technical Evaluation criteria</u>		
		Evaluation Criteria	Parameters
	1	Experience of the firm. No. 5 years in Insurance Business	General experience of the firm for 5 years; e=n/5*25
	2	Professional qualifications and experience of the Principal Office another 3 Technical Personnel (with insurance background who shall handle the account) in the firm (attach copies of certificates and CV's of staff proposed)	Professional qualification of 4 technical personnel including Principle officer with an insurance background p=n/4*20
			Relevant Degree or post graduate degree – for the four officers; d=n/4*12
			Relevant 4 year experience in insurance background for four Principle officer and 3 technical officer; e=n/16*8
	4	Current and previous GPA and Group life contracts in the last 3 years to a maximum of 5 references	Attach copies of contracts or LPO'S and recommendation letters C=n/5*20
	5.	Provide letters from the Insurance	Letters attached
			Max Scores
			25 Marks
			20 Marks
			12 Marks
			8Marks
			20 Marks
			10 Marks

	Regulatory Authority (IRA) that Reinsurance arrangements are in place for the Group Life Insurance and Personal Accident		
6	Indicate if the firm has established a quality management system eg ISO 9001:2008 and if they have attach evidence via a valid certification	Copy of certificate attached	5 marks
<p>The pass mark to proceed for financial evaluation shall be 70 marks. Tenderers who do not meet the pass mark shall be declared non responsive and thus disqualified from further evaluation.</p> <p>b) <u>Financial Score (FS)</u></p> <p>The formulae for determining the Financial Score (FS) shall be as follows: - $FS = 100 \times \frac{FM}{F}$ where FS is the financial score; FM is the lowest priced bidder and F is the price of the bidder under consideration.</p> <p>c) <u>Combined Technical and Financial Scores (S)</u></p> <p>Bidders 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; $T + p = 1$) indicated below. The combined technical and financial score, S, shall be calculated as follows: -</p> $S = TS \times T \% + FS \times P \%$ <p>Weighting</p> <p>T = 0.70 P = 0.30</p>			
2.27	Award Criteria: Award will be made to the tender with the highest Combined Score.		
3.6	<i>Performance security of 10% of the contract value from a reputable bank in the form of a bank guarantee shall be submitted by the successful bidder before signing of the contract.</i>		

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 NACADA 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 NACADA under the Contract.
- (d) “NACADA” 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 NACADA’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 NACADA 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 NACADA'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 NACADA and shall be returned (all copies) to NACADA on completion of the contract's or performance under the Contract if so required by NACADA.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify NACADA 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 NACADA the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to NACADA 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 NACADA 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 NACADA 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 NACADA in the schedule of requirements and the special conditions of contract

3.8. Payment

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

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

3.9. Prices

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in NACADA'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 NACADA 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 NACADA's prior written consent.

3.11. Termination for Default

- 3.11.1 NACADA 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 NACADA.
 - (b) If the Contractor fails to perform any other obligation(s) under the Contract
 - (c) If the Contract in the judgment of NACADA has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.2 In the event NACADA 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 undelivered, and the Contractor shall be liable to NACADA 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 NACADA 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 NACADA.

3.13. Termination for Convenience

3.13.1 NACADA 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 NACADA 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 NACADA 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 it's 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 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	<i>10% performance security</i>
3.7 Delivery of Services	<i>(Specify as necessary)</i>
3.8 Payment	<i>Bank transfer 30 days after presentation of invoice and delivery of policy documents.</i>
3.9 Price adjustment	<i>(Specify as necessary)</i>
3.16 Applicable law	<i>National Arbitration laws of Kenya</i>
3.18 Notices	<i>National Authority for the Campaign Against Alcohol and drug abuse, NSSF Building , 18th Floor , Block "A" Eastern Wing , PO Box 10774 – 00100 Nairobi</i>

SECTION V - SCHEDULE OF REQUIREMENTS

1. (DETAILS OF INSURANCE COVERS)

No.	Particulars of Insurance	Value to be insured	Risks to be covered
1.	Group Personal accident Insurance cover	Basic salaries per month for the group – Ksh 9,292,412 Individual gross salaries to be provided to the winning bidder.	<ul style="list-style-type: none"> • 24 hours' cover • Total number of NACADA staff- 98 • Death benefit up to 3 years Earnings • Permanent disability up to 3 years' earnings • Temporary Total Disability maximum of 104 weeks • Medical expenses – Ksh 1,000,000 per person per accident until full recovery or declaration of disability or death as per law. • Last expense of Ksh 100,000 • Effective Date of Cover February 2019
		Excess	<ul style="list-style-type: none"> • Excess - Nil
		Cancellation notice	<ul style="list-style-type: none"> • Cancellation notice 60 days
		Extensive clauses	<ol style="list-style-type: none"> 1. Accumulation limit – Ksh 200,000,000/= 2. Age limit: 18-70 years 3. Disappearance 4. Worldwide cover 5. Exposure, excluding aircrew duties 6. Hijack 7. Automatic additions / deletions 8. Payment on account 9. Riot, strike and civil commotion 10. Trustees 11. 24-hour cover duty or pleasure 12. Including aviation risks 13. Political risks 14. Evacuation within East Africa 15. Declaration
2.	Group Life Insurance cover	Basic salaries per month for the group – Ksh 9,292,412 Individual gross salaries to be provided to the winning bidder.	<ul style="list-style-type: none"> • Total number of NACADA staff- 98 • Death in service benefit up to 3 years Earnings • Highest Basic salary – Ksh 340,000 • Lowest Gross salary – Ksh 31,458.00 • Free cover limits 10 million

Commented [WU1]: To be provided by the user departments

			shillings. <ul style="list-style-type: none"> • Last expense inbuilt in cover (Ksh 100,000 .00) • Critical illness limit benefit 50% - as a free benefit in built in the cover • Permanent disability up to 3 years' earnings Effective Date of Cover February 2020 • No exclusions
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For each of the above state the following

- **Special conditions if any**
- **Annual premium**
- **List of 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 NACADA.
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 NACADA.

Form of Tender

To:

**Chief Executive Officer,
NACADA,
PO BOX 10774 – 00100
NAIROBI**

Date

Tender No NAC/T/07/2019-2020

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 **Group Life and Group Personal accident Insurance Covers** under this tender in conformity with the said Tender document for the sum of

.....[Total Tender amount in words and figures]

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

Dated this _____ day of _____ 2

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Form

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS. inclusive of taxes and levies)
1.	Group Life insurance Cover	
2.	Group Personal insurance Cover for NACADA staff	

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Signature of tenderer _____

Name of tenderer _____ Rubber stamp _____

Contract Form

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

WHEREAS NACADA invited tenders for the GPA & Group Life Insurance 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) NACADA's Notification of Award
3. In consideration of the payments to be made by NACADA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with NACADA to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. NACADA 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 NACADA)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises.....</p> <p>Plot No..... Street/Road.....</p> <p>Postal address Tel No. Fax Email.....</p> <p>Nature of Business.....</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>																					
<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details.....</p>																					
<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.....</p> <p>Issued Kshs.....</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
<p>Date.....Signature of Candidate.....</p>																					

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 NACADA (hereinafter called <NACADA> 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 NACADA on the Form; or
2. If the tender, having been notified of the acceptance of its tender by NACADA 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 NACADA up to the above amount upon receipt of its first written demand, without NACADA having to substantiate its demand, provided that in its demand NACADA 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 NACADA*) 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 of
.....20.....

SIGNED
Board Secretary