

**COUNTY GOVERNMENT OF NAKURU
PUBLIC SERVICE BOARD**



Tender Name: **PROVISION OF STAFF MEDICAL, GROUP
LIFE ASSURANCE (GLA), GROUP PERSONAL
ACCIDENT (GPA) AND WIBA INSURANCE SERVICES**

Tender No. **NCPSB/T/001/2017-2018**

Closing date: **Friday 17th NOVEMBER 2017 at 12 Noon**

Instruction to Tenderers

Agreement

Annexes

November 2017

NAKURU COUNTY PUBLIC SERVICE BOARD
P.O. BOX 2870-20100
NAKURU

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INTRODUCTION

The County Government of Nakuru Public Service Board (CPSB) wishes to engage the services of Insurance firms to provide various insurance covers for **in and Outpatient Medical Cover, Group Life, Group personal accident and WIBA**. Interested eligible candidates are expected to respond to each class of insurance policy, Comply with the requirements of the standard tender document for insurance services. The eligible candidate should also furnish us with the **Mandatory** requirements Stipulated under the **Special Conditions of Contract contained in SECTION IV of this tender document, and** the evaluation criteria **SECTION IV** of this tender document.

EVALUATION CRITERIA

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

TENDER SECURITY

The interested eligible candidates **MUST** submit tender security of 2% of the total bid price in form of a Bank Guarantee

In any of the forms prescribed under paragraph 2.12.4

Insurance firms (**reputable underwriters only**) are to submit their quotations.

SECTION I INVITATION FOR TENDERS

**PROVISION OF MEDICAL, GROUP LIFE ASSURANCE,
PERSONAL ACCIDENT AND WIBA INSURANCE SERVICES
Tender No. NCPSB/T/001/2017-2018**

- 1.1 **The County Government of Nakuru Public Service Board (CPSB)** invites tenders from eligible candidates for **the Provision of the above Insurance services.**
- 1.2 Bidding documents with detailed specifications can be obtained from Nakuru County Public Service Board.
- 1.3 Prices quoted should be net, inclusive of **all taxes**, must be in Kenya Shillings and shall remain valid for **120** days from the closing date of the tender.
- 1.4 Duly completed tenders documents are to be enclosed in plain sealed envelopes marked with '**tender number**' and **name and be deposited** at the County Public Works Tender Box Ground Floor or be addressed to the Secretary Public Service Board on or before Friday 17th November 2017 before Noon.

SIGNED FOR:
SECRETARY PUBLIC SERVICE BOARD

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 County Government employees, Board Members and employees, and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by The County Government of Nakuru Public Service Board to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and The County Government of Nakuru Public Service Board, 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 County Government of Nakuru Public Service Board shall allow the tenderer to review the tender document free of charge.

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) Oaths and Statutory Declaration Form
- (xiv) Declaration Form
- (xv) Request for Review Form

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

2.4 Clarification of Tender Documents

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

2.4.2 The County Government of Nakuru Public Service Board shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

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

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, The County Government of Nakuru Public Service Board, 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 County Government of Nakuru Public Service Board, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

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

2.7. Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

2.8. Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

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

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

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

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

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

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to The County Government of Nakuru Public Service Board'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 County Government of Nakuru Public Service Board 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 from an Insurance Company approved by the PPOA
- d) Letter of credit or
- e) Guarantee by deposit taking Micro Finance Institution, Youth Enterprise or Women Enterprise Fund.

- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by The County Government of Nakuru Public Service Board 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 The County Government of Nakuru Public Service Board as non-responsive.
- 2.13.2 In exceptional circumstances, The County Government of Nakuru Public Service Board 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. Submission of Tenders

- 2.14.1 The Tender duly completed shall;-
- (a) be submitted at the County Head quarters tender box Ground floor
 - (b) Tenders should bear the name and identification number of the Tenderer as defined in the Invitation to Tender.

2.14.2 Tenders shall be delivered to the Employer at the address specified not later than the time and date specified in the Invitation to Tender.

2.14.3 The Tenderer shall not submit alternative offers unless they are specifically required in the Tender documents.

Each Tenderer may submit only one tender. Any Tenderer who fails to comply with this requirement will be disqualified.

2.14.4 The Employer may extend the deadline for submission of Tenders by issuing an amendment in accordance with paragraph 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by The County Government of Nakuru Public Service Board at the address specified under paragraph 2.15.2 not later than Friday 17th November 2017 *at 12 noon*.

2.16.2 The County Government of Nakuru Public Service Board may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of The County Government of Nakuru Public Service Board and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.17. Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by The County Government of Nakuru Public Service Board 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

1.2 The County Government of Nakuru Public Service Board will open all tenders manually.

2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders, The County Government of Nakuru Public Service Board, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the County Government of Nakuru Public Service Board in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The County Government of Nakuru Public Service Board will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

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

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

- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, The County Government of Nakuru Public Service Board will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The County Government of Nakuru Public Service Board'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 County Government of Nakuru Public Service Board 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 County Government of Nakuru Public Service Board 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 County Government of Nakuru Public Service Board will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The County Government of Nakuru Public Service Board'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 County Government of Nakuru Public Service Board requires that the services under the Invitation for Tenders shall be performed at the time Specified in the Schedule of Requirements. A tender offering to perform longer than the Nakuru Public

Service Board'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 County Government of Nakuru Public Service Board 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 County Government of Nakuru Public Service Board

2.23.1 Subject to paragraph 2.19 no tenderer shall contact The County Government of Nakuru Public Service Board on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence The County Government of Nakuru Public Service Board in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

2.24.1 The County Government of Nakuru Public Service Board will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the County Government of Nakuru Public

Service Board will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the County Government of Nakuru Public Service Board will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

2.26. The County Government of Nakuru Public Service Board's Right to accept or Reject any or all Tenders

2.26.1 The County Government of Nakuru Public Service Board reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the County Government of Nakuru Public Service Board's action. If the County Government of Nakuru Public Service Board determines that none of the tenders is responsive, The County Government of Nakuru Public Service Board shall notify each tenderer who submitted a tender.

2.26.2 The County Government of Nakuru Public Service Board 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 County Government of Nakuru Public Service Board will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and The County Government of Nakuru Public Service Board pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the County Government of Nakuru Public Service Board will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

- 2.28.1 At the same time as The County Government of Nakuru Public Service Board notifies the successful tenderer that its tender has been accepted The County Government of Nakuru Public Service Board will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to The County Government of Nakuru Public Service Board.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to The County Government of Nakuru Public Service Board.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event The County Government of Nakuru Public Service Board may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 The County Government of Nakuru Public Service Board requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 The County Government of Nakuru Public Service Board 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

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist The County Government of Nakuru Public Service Board in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The County Government of Nakuru Public Service Board should specify in the appendix information and requirements specific to the circumstances of the County Government of Nakuru Public Service Board, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated.
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulation

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 tender

Instruction to tender	Particulars of Appendix to instructions to tenderers
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reference	
2.1	Open to insurance service providers registered with the Insurance Regulatory Authority, Association of Kenya Insurers likened and operating in Kenya (underwriters only)
2.2.2	The tender documents will be available at the Nakuru Public Service Board Offices situated at the Public Works Building.
2.11.2	<p>Documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;</p> <ol style="list-style-type: none"> 1. Evidence of registration with IRA and a certified copy of current license be submitted. 2. Audited accounts for the financial years 2014, 2015 and 2016. 3. Certificate of Registration. 4. Registered offices 5. Evidence AKI membership 6. A valid Tax compliance certificate 7. Proof of Re-insurance Treaty 8. Evidence that the person is not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing; 9. That the person is not debarred from participating in procurement proceedings 10. Full response to all Special Conditions by Underwriters. 11. Full response to Schedule of Requirement and particulars of Insurance (Alternative offers will not be accepted) 12. Current Business Permit/License (2017) 13. Satisfactory services previously delivered elsewhere.
2.11	<p>The request for clarification and the response shall be in writing through the:</p> <p>Secretary-County Public Service Board P.O Box2870-20100, Nakuru Tel; 051-2214142 www.nakuru.go.ke Email: supply chain@nakuru.go.ke</p>
2.12	2% of the tender value in the form of a bank guarantee from a reputable bank or from an insurance firm may be availed.
2.13	Tenders shall remain valid for 120days from the deadline date

	of submission of tender
2.142	Tender documents not initialized will be considered non-responsive and will be rejected.
2.181	The day, date and time of closing the tender will be Friday 17 th November 2017 Noon (Local Time).

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 County Government of Nakuru Public Service Board and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to The County Government of Nakuru Public Service Board under the Contract.
- (d) “The County Government of Nakuru Public Service Board” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” mean the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not superceded by provisions of other part of the contract

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without The County Government of Nakuru Public Service Board's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of The County Government of Nakuru Public Service Board in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without The County Government of Nakuru Public Service Board's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the County Government of Nakuru Public Service Board and shall be returned (all copies) to the County Government of Nakuru Public Service Board on completion of the contract's or performance under the Contract if so required by The County Government of Nakuru Public Service Board.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify The County Government of Nakuru Public Service Board 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.

2.29 Performance Security

2.29.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to The County Government of Nakuru Public Service Board the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to The County Government of Nakuru Public Service Board as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to The County Government of Nakuru Public Service Board and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by PPOA
 - d) Letter of credit or
 - e) Guarantee by deposit taking a Micro Finance Institution , The Youth Enterprise Fund ,or Women Enterprise Fund
- 3.6.4 The performance security will be discharged by The County Government of Nakuru Public Service Board and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by The County Government of Nakuru Public Service Board 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 The County Government of Nakuru Public Service Board, 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 County Government of Nakuru Public Service Board's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.9.4 Price variation requests shall be processed by the County Government of Nakuru Public Service Board 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 County Government of Nakuru Public Service Board's prior written consent.

3.11. Termination for Default

3.11.1 The County Government of Nakuru Public Service Board 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 County Government of Nakuru Public Service Board.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the County Government of Nakuru Public Service Board has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event The County Government of Nakuru Public Service Board 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 County Government of Nakuru Public Service Board 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 County Government of Nakuru Public Service Board 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 County Government of Nakuru Public Service Board.

3.13. Termination for Convenience

3.13.1 The County Government of Nakuru Public Service Board 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 County Government of Nakuru Public Service Board 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 County Government of Nakuru Public Service Board 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

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist The County Government of Nakuru Public Service Board in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of The County Government of Nakuru Public Service Board and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

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

Reference of general conditions of contract	Special condition of contract
2.29 Performance security	The bid bond shall be converted to a performance bond for the successful bidder
3.7 Delivery of Services	As specified in the tender document
3.8 Payment	To be agreed upon by the County Public Service Board

3.9 Price adjustment	Price change on a prorate basis on the number of the Members covered
3.16 Applicable law	Laws of Kenya
3.18 Notices	The Secretary Public Service Board Nakuru County Government P. O. Box 2870-20100, Tel; 051-22114142 www.nakuru.go.ke Email: supply_chain@go.ke

4.3 Evaluation and Comparison of Tenders

The following conditions will form the evaluation criteria for all the bids submitted

Mandatory Requirements for all the above covers (preliminary evaluation)		
	No. Requirements	Responsive or Not Responsive
	MR 1	Must submit an ORIGINAL COPY and one bound copy of the tender documents
	MR 2	Must submit a copy of current year certificate of registration from the (IRA)
	MR 3	Fully fill the attached tender form and price schedule form.
	MR 4	Audited accounts for the financial years 2014, 2015 and 2016.
	MR 5	MUST provide a list of at least 5 clients clearly indicating their names, address, telephone numbers contact persons and total premiums.
	MR6	Registered offices
	MR7	Provide evidence that the Company has been in existence and in operation for at least 5 years as a medical insurance provider
	MR 8	Provide Operational Plan
	MR9	A valid Tax compliance certificate
	MR 10	Proof of Re-insurance

		Treaty	
	MR 11	Evidence that the person is not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing;	
	MR12	That the person is not debarred from participating in procurement proceedings	
	MR 13	Full response to Schedule of Requirement and particulars of Insurance (Alternative offers will not be accepted)	
	MR 14	Number of Beneficiary MUST be M+4	
	MR 15	Provide a list of specialist of Hospitals (NHIF ACCREDITED).Public Service Board reserves the right to confirm directly with these providers the existence of credit facilities	
	MR 16	2% of the tender value in the form of a bank guarantee from a reputable bank or approved by PPOA. Valid for 120 days from the date of tender closing MUST be availed.	
	MR17	Price Validity for a period of 120 days from the date of tender closing	

	MR 18	Must submit a dully filled up Confidential Business Questionnaire in format provided	
	At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions in any of the Eighteen mandatory requirements will be eliminated from the entire evaluation process and will not be considered further.		

STAGE 2: TECHNICAL EVALUATION (RANKING STAGE)

The firm that fulfills all the mandatory requirement will be evaluated and ranked using the following criteria:-

	CRITERIA	Maximum points
1	Clearly state your claim procedures for medical cover GPA/WIBA and GLA (Group Life Assurance)	6
2	Provide letter from the Insurance Regulatory Authority (IRA) that Reinsurance arrangements are in place for Medical, Group Life, Group Personal Accident/WIB A	5
3	Provide Audited Accounts for three Years within (2015-2016 with Gross Premiums in the Year 2014 of not less than Kshs. 500 Million)	7
4	Provide a list of current largest clients whose total premium is not less than Kshs 50 Million (PSB reserves the right to confirm directly with these firms)	5
5	Specific experience of the Insurance Company Underwriting in provision of similar services List of at least five (5) Corporate Clients and recommendation letters(Attach evidence)	5
6	Qualifications and competence of at least Five (5) key Members of Staff of the Company (Attach CVs)	5
7	Demonstrate the Financial and Technical Capacity to settle the claims:- Financial strength of the Underwriter, submit copies of audited accounts.	20

	<ul style="list-style-type: none"> ✚ For the last three years (within 2013 to 2015).....12 points ✚ sales and Customer support..... 2 points ✚ Quality Management Systems.....4 points ✚ Litigation History.....2 points 	
8	Turnaround time for processing reimbursement and Medical claims. (within 7 days attach evidence)	3
9	Details of scheme administration	5
10	<p>Responsiveness of scope of medical cover as stated in the Terms reference (TOR'S)</p> <p>Provide details on scope of covers as follows:</p> <ul style="list-style-type: none"> ✚ What is covered in In- Patient (including maternity, Dental and Optical) 8points ✚ What is covered In Out Patient (including maternity, Dental and Optical)8points ✚ What is not covered in In- Patient (including maternity, Dental and Optical)..... .4points ✚ What is not covered In Out Patient (including maternity, Dental and Optical).....4points 	24
11	Scope of coverage (within Counties in Kenya and other Countries)	6
12	Appointed reputable Hospitals/Doctors list attached	5
13	Evidence of Professional indemnity Insurance within approved Hospitals	5
	Totals	100
	Pass mark%	80

- *A bid that does not meet the above Minimum requirement will not proceed for further evaluation regardless of the cost of their proposal*

STAGE 3: FINACIAL EVALUATION (20 MARKS)

Only Firms scoring 80% or more in the Technical evaluation will be considered for further evaluation

Instructions to Tenderers	Particulars of appendix to Instructions to tenderers	Maximum points
	<p>Financial evaluation</p> <p>a) The commercial evaluation and final ranking of the Bids will take in to consideration the scope of the cover in relation to the premiums exclusions clauses and other pertinent conditions of tender.</p> <p>b) 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</p>	

N/B

Technical score maximum = 80 points

Financial score maximum = 20 points

100points

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for preparing schedule of requirements.

1. The schedule of Requirements shall be included in the tender documents by The County Government of Nakuru Public Service Board and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
2. The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

NO	STATION	Delivery Time
1	County Government Of Nakuru	2/12/2017–2/12/2018

SECTION IV DESCRIPTION OF SERVICES

Notes for preparing technical specifications

A set of precise and clear description of the services required is a prerequisite for tenderer's to respond realistically and competitively to requirements of The County Government of Nakuru Public Service Board .Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

SECTION V – DESCRIPTION OF SERVICES

STAFF MEDICAL INSURANCE COVER TERMS OF REFERENCE

Objective of the cover

The primary objective of the cover is to provide a comprehensive in- patient and outpatient cover for Staff and Members of the Board and their immediate dependant's i.e. Spouses and their Children

Scope and eligibility:

The provider is expected to provide efficient and effective medical service. It should be a service that is easily available and accessible when required.

The Medical Scheme should cover the Public Officer (Employee/ Principal Member), a spouse and up to 4 dependents Children of below 24 years of age. However, in exception circumstances, dependent children beyond 24 Years of age who are in school or persons with disability may be covered in the scheme on provision of appropriate evidence.

Enhanced for both in-patient and out-patient to cover:

1. Pre-existing conditions, chronic HIV/AIDS and cancer related conditions
2. HIV/ Aids counseling testing and provision of anti-retroviral drugs
3. Physiotherapy
4. Dermatological conditions
5. Gynecological
6. ENT
7. Any other not mentioned herein

Hospitalization and Medical expenses subject to the annual limit should include:-

- Inpatient
- Surgeons and Anesthetic fees

- ICU /HDU and Theatre charges paid in full.
- Doctor's, surgeons and specialists fees
- Emergency local road and air Evacuation
- Diagnostic services, Chemotherapy, physiotherapy and massage
- Prescribed drugs, Dressings, Surgical appliances,
- 1st Caesarean operation undergone in the lifetime
- Disability devices

Geographical Limits: Kenya but worldwide for a period of up to six weeks while on holiday and/ or on business.

Provision of quarterly reports

The Health Insurance provider is expected to furnish the PSB with quarterly returns on the utilization of the employees medical entitlements to enable the PSB inform the staff accordingly

Misuse of Medical cover

The Health Insurance provider is expected to report to PSB immediately in case of any misuse of the medical cover by the beneficiaries.

Reporting

The Health Insurance provider shall be responsible to the Secretary PSB.

Deliverables

The Health insurance provider shall be responsible for the following deliverables:-

- Furnish the PSB with the package of the employees. health insurance scheme it offers and how it operates giving full details

Specifications for the cover are analyzed in the table below.

BENEFITS

Civil Job and Equivalent Grade	Service Group	In Patient Annual Cover Limit	Out Patient Annual Cover Limit	Maternity Annual Cover Limit	Dental Cover Annual Limit	Optical Cover Annual Limit
R-T		2,000,000	250,000	150,000	30,000	35,000
K-Q		1,500,000	200,000	100,000	30,000	25,000
G-J		1,000,000	150,000	75,000	30,000	15,000
A-F		750,000	100,000	50,000	30,000	15,000

*M+5 – Principal Member + 4 dependents

Population distribution

1	R-T	Board Members	7
2	K-Q	Other staff	3
3	G-J	Other staff	1
4	A-F	Other staff	5
	Total		16

(The list is bound to change during the period of cover)

GROUP LIFE ASSURANCE AND GROUP PERSONAL ACCIDENT

Members shall be covered for a value equivalent to not more than three times annual basic salary.

1	Class Policy	Group life
2	No of Actual Members	7
3	Staff Members	9
4	Annual Basic Salary as per payroll	42,064,440
5	Benefit	5years x Basic Annual Salary
6	Free cover	

9. WORKMANS INJURY BENEFITS ACT (WIBA)

The Act shall apply.

Period of the covers

The Insurance provider is expected to start providing the service on the date of execution of the contract. The contract period shall be twelve months (12).

SECTION VI - STANDARD FORMS

Notes on the standard Forms

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

Form of Tender

To:

Date

Name and address of The County Government of Nakuru Public Service Board

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 _____ 2017

[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 County Government of Nakuru Public Service Board") of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called "the tenderer") of the other part:

WHEREAS The County Government of Nakuru Public Service Board invited tenders for the Medical, Group life and WIBA cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

Signed, sealed, delivered by _____ the _____ (for The County Government of Nakuru Public Service Board)

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

MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants who choose to participate in this Tender)

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) whichever applies to your type of business and part 3.

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

Name of Applicant(s).....

Part 1: General:

1.1: Business Name

1.2: Certificate of Incorporation/Registration No:.....

1.3: Location of business premises

1.4: Plot No.

1.5: Street/Road

1.6: Postal Address

1.7: Office Tel. No.

1.8: Mobile:.....

1.9: Fax No:.....

1.10: Email Address.....

1.11: Website.....

1.12: Nature of business: (Indicate whether Manufacturer, Distributor Service provider e.t.c).....

1.13: Contact Person (Full Names).....

(a) Directors Name and Mobile Nos:.....

(b) If not Director, Title..... Power of Attorney
(Yes/No) if yes, attach written document.

1.14: Maximum value of business which you can handle at any one time Kshs.
.....

1.15: Name of your bankers Branch

Part 2(a) – Sole Proprietor:

2a.1: Your name in full Age

2a.2: Nationality Country of origin

Citizenship details.....

Party 2(b) – Partnership

2b.1: Give details of partners as follows

.....

Part 2(c) – Registered Company:

2c.1: Private or public

2c.2: State the nominal and issued capital of the company –

Nominal Kshs..

Issued Kshs.....

2c.3: Give details of all directors as follows

	Name Shares	Nationality	Citizenship Details
1.
2.

- 3.
- 4.
- 5.

Date..... Signature of Tenderer

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

Part 3 – Eligibility Status

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or, is a member of the Tender Committee of The County Government of Nakuru Public Service Board?

Yes..... No:.....

3.2: If answer in ‘3.1’ is **YES** give the relationship:.....

3.3: Does an Employee as in “3.1” above, sit in the Board of Directors or Management of your Organization Subsidiaries or Joint Ventures?

Yes..... No.....

3.4: If answer in ‘3.3’ above is YES give details.....

.....

3.5: Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by The County Government of Nakuru Public Service Board to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation?

Yes..... No.....

3.6: If answer in ‘3.5’ above is YES give details.....

.....

3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices?
Yes..... No.....

3.8: If answer in '3.7' above is YES give details.....
.....
.....

3.9: Have you offered or given anything of value to influence the procurement process?
Yes..... No.....

3.10: If answer in '3.9' above is YES give
details.....
.....
.....

I DECLARE that the information given on this form is correct to the best of my
knowledge and belief.

Date:..... Signature of
Candidate:.....

If a Kenyan Citizen, indicate under "Citizenship Details" whether by Birth,
Naturalization or registration.

TENDER SECURITY FORM

4. TENDER SECURITY FORM

Whereas(hereinafter called <the tenderer> has submitted its bid
[name of Bidder]

Datedfor provision of Medical, Group Life and WIBA Insurance
(hereinafter called <the tender?
[Date of submission of bid]

KNOW ALL PEOPLE by these presents that WE of.....having
[name of bank] [name of country]

our registered office at (hereinafter called <the The County
Government of Nakuru Public Service Board> in
[name of The County Government of Nakuru Public Service Board]

the sum of Kshs..... for which payment well and truly to be made to
[State the amount]

County Government of Nakuru Public Service Board, the Bank binds itself, its successors,
and assigns by these presents. Sealed

with the Common Seal of the said Bank this day of200.....

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by The County Government of Nakuru Public Service Board on the Form; or
2. If the tender, having been notified of the acceptance of its tender by The County Government of Nakuru Public Service Board during the period of tender validity
Fails or refuses to execute the Contract Form, if required; or
Fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to The County Government of Nakuru Public Service Board up to the above amount upon receipt of its first written demand, without The Board having to substantiate its demand, provided that in its demand The Board 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.

Signature:.....

Date:.....

Official Stamp:.....

5. PERFORMANCE SECURITY FORM

County Government of Nakuru Public Service Board.

P.O. Box 2870 – 20100 GPO

NAKURU PUBLIC SERVICE BOARD

WHEREAS [Name of tenderer]
(Hereinafter called “the tenderer”) has undertaken, in pursuance of
Contract No..... [reference number of the contract] dated
20.....to offer service[Tender Motor vehicle
insurance covers] (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]

OATHS AND STATUTORY DECLARATION FORM

**REPUBLIC OF KENYA
IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF THE
LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC PROCURMENT AND DISPOSAL
ACT NO. 3 OF 2005**

I,..... Of P.O

Box.....

Being a resident of..... in the Republic of Kenya do hereby
make oath and state as follows:-

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of..... (name of the Candidate) which is a Candidate in respect of Tender Number..... render services and/or carry out works for County Government of Nakuru Public Service Board and duly authorized and competent to make this Affidavit.

2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Nakuru County Government which is the The County Government of Nakuru Public Service Board.

3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of The County Government of Nakuru Public Service Board.

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

SWORN at..... by the said}

.....}

Name of chief Executive/Managing Director/}

Principal Officer/Director }

On this..... day of 20.....}

}

}

}

DEPONENT

Before me }

}

}

}

Commissioner for Oaths }

LETTER OF NOTIFICATION OF AWARD

Address of the County
Government of Nakuru Public
Service Board

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 (*The County Government of Nakuru Public Service Board*)

Request for review of the decision of the..... (*Name of the The County Government of Nakuru Public Service Board*) 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 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