

# COUNTY GOVERNMENT OF NAKURU



Tender Name: **PROVISION OF MEDICAL INSURANCE SERVICE**

Tender No. **NCG/T/004/2018-2019**

**CLOSING DATE: FRIDAY 5<sup>th</sup> OCTOBER 2018**

**Instruction to Tenderers**

**Agreement**

**Annexes**

**SEPTEMBER 2018**

**County Government of Nakuru**  
**OFFICE OF THE GOVERNOR**  
**P.O. BOX 2870-20100**  
**NAKURU**

	<b>Page</b>
<b>INTRODUCTION .....</b>	<b>3</b>
Section I      INVITATION FOR TENDERS.....	4
Section II      INSTRUCTION TO TENDERERS Appendix to instructions to tenderers .....	5
Section III     GENERAL CONDITIONS OF CONTRACT.....	21
Section IV     SPECIAL CONDITIONS OF CONTRACT .....	28
Section V      SCHEDULE OF REQUIREMENTS .....	31
Section VI     STANDARD FORMS .....	33
1.      FORM OF TENDER .....	35
2.      PRICE SCHEDULES.....	37
3.      CONTRACT FORM.....	38
4.      CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM	39
5.      TENDER SECURITY FORM .....	40
6.      PERFORMANCE SECURITY FORM.....	41
7.      INSURANCE COMPANY’S AUTHORIZATION FORM.....	42

## **INTRODUCTION**

The County Government of Nakuru wishes to engage the services of insurance firms to provide various insurance covers for **IN AND OUT PATIENT MEDICAL COVER**. Interested eligible candidates are expected to respond to each class of insurance policy, Comply with the requirements of the standard tender document for insurance services. The eligible candidate should also furnish us with the **Mandatory** requirements Stipulated under the **Special Conditions of Contract contained in SECTION IV of this tender document.**

**EVALUATION CRITERIA 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 favor of a Bank Guarantee

In any of the forms prescribed under paragraph 2.12.4

Insurance firms are to submit their premiums.

**SECTION I - INVITATION FOR TENDERS**

**TENDER REF No NCG/T/004/2018-19 PROVISION  
OF MEDICAL INSURANCE SERVICES**

- 1.1 **The County Government of Nakuru** invites **tenders** from eligible candidates for **Provision of Medical Insurance Services.**
- 1.2 Bidding documents with detailed specifications may be obtained from the **Kenya Supplier Portal; [supplier.treasury.go.ke](http://supplier.treasury.go.ke)** or from the county **website; [www.nakuru.go.ke](http://www.nakuru.go.ke)** free of charge.
- 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, marked with “**tender number**” should be submitted online through the Government Integrated Financial Management Information System (IFMIS) so as to be received on or before **5<sup>th</sup> OCTOBER 2018.**

SIGNED FOR:           The County Secretary & Head of Public Service Nakuru  
County Government: The invitation for tenders may be modified provided that such a modification does not substantially alter the format.

SECTION II - INSTRUCTION TO TENDERERS

**Table of Clauses**

	Page
2.1 Eligible Tenderers.....	6
2.2 Cost of Tendering.....	6
2.3 Contents of Tender document.....	6
2.4 Clarification of Tender document.....	7
2.5 Amendments of Tender document.....	7
2.6 Language of Tenders.....	8
2.7 Documents Comprising the Tender.....	8
2.8 Tender Form.....	8
2.9 Tender Prices.....	8
2.10 Tender Currencies.....	9
2.11 Tenderers Eligibility and Qualifications.....	9
2.12 Tender Security.....	9
2.13 Validity of Tenders.....	10
2.14 Format and Signing of Tenders.....	11
2.15 Sealing and Marking of Tenders.....	11
2.16 Deadline for Submission of Tenders.....	12
2.17 Modification and Withdrawal of Tenders.....	12
2.18 Opening of Tenders.....	13
2.19 Clarification of Tenders.....	13
2.20 Preliminary Examination.....	13
2.21 Conversion to Single Currency.....	14
2.22 Evaluation and Comparison of Tenders.....	14
2.23 Contacting The County Government of Nakuru.....	15
2.24 Post-Qualification.....	16
2.25 Award Criteria.....	16
2.26 The County Government of Nakuru's Right to Accept or Reject any or all Tenders.....	16
2.27 Notification of Award.....	17
2.28 Signing of Contract.....	17
2.29 Performance Security.....	17
2.30 Corrupt or Fraudulent Practices.....	18

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1. Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all Medical Insurance Providers 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, committee members, Board Members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by The County Government of Nakuru 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, 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 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 by post, fax or by email at The County Government of Nakuru's address indicated in the Invitation for tenders. The County Government of Nakuru 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. 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 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, 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, the The County Government of Nakuru, 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, 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'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 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 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 as non-responsive.

2.13.2 In exceptional circumstances, The County Government of Nakuru 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 through the **Kenya Supplier Portal**; and
- (b) bear the name and identification number of the Tenderer as defined in the Invitation to Tender; and

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 at the address specified under paragraph 2.15.2 not later than **5<sup>th</sup> OCTOBER 2018 at 10a.m**

**2.16.2** The County Government of Nakuru 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 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 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 will open all tenders through the IFMIS Portal.

## **2.19 Clarification of Tenders**

**2.19.1** To assist in the examination, evaluation and comparison of tenders The County Government of Nakuru may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing,

and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The County Government of Nakuru 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 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 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'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 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 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 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's evaluation of a tender will consider, 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 requires that the services under the Invitation for Tenders shall be performed at the time Specified in the Schedule of Requirements. Tenders offering to perform longer than The County Government of Nakuru'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 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**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact The County Government of Nakuru 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 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 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 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 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 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's Right to accept or Reject any or all Tenders**

2.26.1 The County Government of Nakuru 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's action. If the County Government of Nakuru determines that none of the tenders is responsive, The County Government of Nakuru shall notify each tenderer who submitted a tender.
- 2.26.2 The County Government of Nakuru shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.27 Notification of Award**

- 2.27.1 Prior to the expiration of the period of tender validity, the County Government of Nakuru 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 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 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 notifies the successful tenderer that its tender has been accepted The County Government of Nakuru 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.
- 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.

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 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 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 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 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 should specify in the appendix information and requirements specific to the circumstances of the County Government of Nakuru, 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 regulations.

## 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 reference	Particulars of Appendix to instructions to tenderers
2.1	Open to all <b>Medical Insurance Service Providers</b> registered with the Insurance Regulatory Authority and Association of Kenya Insurers. <b>The Underwriter who has appointed and/or authorized a Broker(s) to bid will not be eligible to participate in the tender.</b>
2.2.2	The tender documents will be available at the Nakuru County Government website, IFMIS portal and at the GOK tenders' site.
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"> <li>1. Evidence of registration with IRA and a certified copy of current license be submitted.</li> <li>2. Audited accounts for the financial years 2015, 2016 and 2017.</li> <li>3. Certificate of Registration.</li> <li>4. Registered offices</li> <li>5. Evidence AKI and IRA membership.</li> <li>6. A valid Tax compliance certificate</li> <li>7. Proof of Re-insurance Treaty</li> <li>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;</li> <li>9. That the person is not debarred from participating in procurement proceedings</li> <li>10. <b>Full response to all Special Conditions for Underwriters.</b></li> <li>11. Full response to Schedule of Requirement and particulars of Insurance (Alternative offers will not be accepted)</li> <li>12. Current Business Permit/License (2018)</li> <li>13. Satisfactory services previously delivered to Nakuru County</li> </ol>
2.11	<p>The request for clarification and the response shall be in writing through the:</p> <p>The County Secretary and Head of Public Service</p>

	<p>P.o Box 2870-20100, Nakuru  Tel; 051-2214142  <a href="http://www.nakuru.go.ke">www.nakuru.go.ke</a>  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.
2.13	Tenders shall remain valid for 120days from the deadline date of submission of tender
2.14	The bidders must submit tenders through IFMIS Portal.
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 <b>FRIDAY 5<sup>th</sup> OCTOBER 2018</b> 10am. (East Africa Time).

<b>2.22 Evaluation and Comparison of Tenders</b>		
For Underwriters		
<b>Mandatory Requirements</b>		
	Requirements	<b>Responsive or Not Responsive</b>
	<b>MR 1</b>	Evidence of registration with IRA and a certified copy of current license be submitted
	<b>MR 2</b>	Audited accounts for the financial years 2014, 2015 and 2016.
	<b>MR 3</b>	Certificate of Registration.
	<b>MR 4</b>	Registered offices
	<b>MR 5</b>	Evidence AKI/IRA membership
	<b>MR 6</b>	Provide Operational Plan
	<b>MR7</b>	A valid Tax compliance certificate
	<b>MR 8</b>	Proof of Re-insurance Treaty
	<b>MR 9</b>	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;
	<b>MR10</b>	That the person is not debarred from participating in procurement proceedings
	<b>MR 12</b>	Full response to all Special Conditions by

		Underwriters.	
	<b>MR 13</b>	Full response to Schedule of Requirement and particulars of Insurance (Alternative offers will not be accepted	
	<b>MR 14</b>	<b>Number of Beneficiary MUST be M+5</b>	
	<b>MR 15</b>	<b>Provide a list of specialists of Hospitals (NHIF ACCREDITED)</b>	
	<b>MR 16</b>	2% of the tender value in the form of a bank guarantee from a reputable bank. Valid for 150 days	
	<b>MR16</b>	Price Validity for a period of <b>120</b> days from the date of tender closing	
	<b>MR 17</b>	Must submit a dully filled up Confidential Business Questionnaire in format provided	
	<b>At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions in any of the Seventeen mandatory requirements will be eliminated from the entire evaluation process and will not be considered further.</b>		

<b>Evaluation Criteria: Technical Evaluation</b>			
<b>A: Evaluation Criteria</b>			
<b>S/no</b>	<b>Evaluation Criteria</b>	<b>Max Score</b>	
	<b>Experience</b>	At least Ten years' experience in Insurance Provision  Others prorated at: Number of Years /10x5	<b>5</b>
	<b>Technical Capacity</b>	Operational Plan, Timelines & Methodology	<b>4</b>
	<b>Qualifications</b>	Details of professional qualifications for at least 5 proposed key staff	<b>5</b>
	<b>Financial Capacity</b>	Provide Certified Audited Accounts for 2015,2016, & 2017, that reflect gross Annual Premium of Ten Million	<b>5</b>
	<b>Scope of Cover</b>	In-Patient Cover Benefit	<b>10</b>
		Out- Patient Cover Benefit	<b>8</b>
		Maternity Cover	<b>8</b>
		Optical Cover	<b>5</b>
		Dental Cover	<b>5</b>
		Cover Outside Kenya	<b>5</b>
		Policy Exclusions No Exclusions: 5marks 1-2 Exclusions: 4marks 3-5 Exclusions: 2marks Over 5: 1mark	<b>5</b>
		Funeral cover benefits	<b>5</b>

		Critical illness covers	<b>6</b>
		Foreign travel insurance	<b>5</b>
		Service provider networks	<b>4</b>
		Claim's procedures	<b>3</b>
		Care/case management	<b>4</b>
		Membership and age eligibility	<b>2</b>
		Total	<b>94</b>
	<b>Extra Benefits/ Value adding.</b>	Bidder to Specify	<b>6</b>
	<b>Total</b>		<b>100</b>

### SECTION III - GENERAL CONDITIONS OF CONTRACT

#### Table of Clauses

	Page
3.1 Definitions.....	22
3.2 Application.....	22
3.3 Standards.....	22
3.4 Use of Contract Documents and Information.....	23
3.5 Patent Rights.....	23
3.6 Performance Security.....	23
3.7 Delivery of Services and Documents.....	24
3.8 Payment.....	24
3.9 Prices.....	24
3.10 Assignment.....	24
3.11 Termination for Default.....	25
3.12 Termination for Insolvency.....	25
3.13 Termination for Convenience.....	25
3.14 Resolution of Disputes.....	26
3.15 Governing Language.....	26
3.16 Applicable law.....	26
3.17 Force Majeure.....	26
3.18 Notices.....	27



## **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 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 under the Contract.
- (d) “The County Government of Nakuru” 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'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 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'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 and shall be returned (all copies) The County Government of Nakuru on completion of the contract's or performance under the Contract if so required by The County Government of Nakuru.

### **3.5. Patent Rights**

3.5.1 The Contractor shall indemnify The County Government of Nakuru 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 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 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 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 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 in the schedule of requirements and the special conditions of contract

### **3.8. Payment**

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

3.82. Payment shall be made promptly by The County Government of Nakuru, 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'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 The County Government of Nakuru 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's prior written consent.

### **3.11. Termination for Default**

3.11.1 The County Government of Nakuru 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.
- (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 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 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 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 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.

### **3.13. Termination for Convenience**

3.13.1 The County Government of Nakuru 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 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 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 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 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.

**4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY (MEDICAL COVER)**

- 4.1.1 Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted.
- 4.1.2 Must have done annual gross premiums in previous year of Kshs.10,000,000 with at least Ksh. 100,000,000 for Medical cover
- 4.1.3 Must have paid up capital of at least Kshs.450, 000,000
- 4.1.4 Must give a list of 3 (three) reputable clients and the total clients premiums for the previous year which must be relevant and equivalent to the County Cover scope of cover.
- 4.1.5 Must submit a copy of the audited accounts for the previous year three (3) years
- 4.1.6 Must have total number of management staff of at least 5 and details of their qualifications.
- 4.1.7 Must submit copies of the following documents;
  - (a) PIN Certificate
  - (b) Tax Compliance Certificate
  - (c) Certificate of Registration/Incorporation
- 4.1.8 Must be a member of the Association of Kenya Insurance (AKI)
- 4.1.9 Must attach recommendation letters from major hospitals.
- 4.1.10 Must show proof of the Re-Insurance Treaty
- 4.1.11 Must have provided satisfactory services to Nakuru County

**4.3 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 Government
3.9 Price adjustment	Price may change on a prorate basis on the number of the Members covered
3.16 Applicable law	Laws of Kenya

3.18 Notices	The County Secretary and Head of Public Service Nakuru County Government P. O. Box 2870-20100, Nakuru Tel; 051-22114142 www.nakuru.go.ke Email: supply chain@go.ke
--------------	---

## 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 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	<b>As per the contract agreement</b>



## 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 tenderers to respond realistically and competitively to requirements of The County Government of Nakuru. 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

County Government of Nakuru requires to procure Medical Insurance Scheme for the following Members.

Specifications for the cover are analyzed in the table below.

#### **\*M+5: Principle member + 5 Dependents**

The Medical Scheme should cover the employee/Principle member, Spouse and up to 4 dependents of below 24 years of age. However, in exceptional circumstances, dependent children beyond 24 years who are in school or persons with disability may be covered on provision of appropriate evidence.

CIVIL SERVICE JOB GROUP AND EQUIVALENT GRADE- ‘A-Q’ NUMBER:2218				
	OPTION A	OPTION B	OPTION C	OPTION D
<b>INPATIENT</b>	2,000,000	1,500,000	1,000,000	750,000
<b>OUTPATIENT</b>	250,000	200,000	150,000	100,000
<b>MATERNITY</b>	100,000	100,000	50,000	50,000
<b>DENTAL</b>	20,000	20,000	10,000	10,000
<b>OPTICAL</b>	20,000	20,000	10,000	10,000

PREMIUM=

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

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

1. Pre-existing conditions
2. HIV/ Aids

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

## 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.
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 The County Government of Nakuru.

**Form of Tender**

To: \_\_\_\_\_ Date \_\_\_\_\_  
Name and address of The County Government of Nakuru \_\_\_\_\_

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 \_\_\_\_\_ 2016

\_\_\_\_\_  
[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”) 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 invited tenders for the Motor vehicle 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’s Notification of Award
3. In consideration of the payments to be made by The County Government of Nakuru to the tenderer as hereinafter mentioned, the tenderer hereby covenants with The County Government of Nakuru 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 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)

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  
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?



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 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]**

Dated .....for provision of Medical Insurance cover (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> in  
**[name of The County Government of Nakuru]**

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

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

with the Common Seal of the said Bank this ..... day of .....200.....

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 on the Form; or
- 2. If the tender, having been notified of the acceptance of its tender by The County Government of Nakuru 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 up to the above amount upon receipt of its first written demand, without The County having to substantiate its demand, provided that in its demand The County 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  
P.O. Box 2870 – 20100 GPO  
**NAKURU**

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 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.
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.
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

\_\_\_\_\_  
\_\_\_\_\_

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*)

Request for review of the decision of the..... (*Name of the The County Government of Nakuru*) of .....dated the...day of .....20.....in the matter of Tender No.....of .....20...

**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 of .....20.....

SIGNED  
Board Secretary