



KCB PLAZA  
9<sup>th</sup> Floor  
Kenya Road, Nairobi

P. O. Box 21046-00100  
Nairobi, Kenya  
DL:+254(0)700021222  
info@nca.go.ke

Ref: NCA7/SC/GEN/VOL.7 (051)

22<sup>nd</sup> August, 2017

TO ALL BIDDERS,

Dear All,

**ADDENDUM NO. 01**

**TENDER NO. NCA/T/01/2017-2018 FOR PROVISION OF GROUP PERSONAL ACCIDENT AND WORK INJURY BENEFIT INSURANCE COVER FOR NATIONAL CONSTRUCTION AUTHORITY STAFF**

In reference to the aforementioned tender, we wish to inform firms participating in the tender, that the schedule of insurance requirements has been amended as indicated below:

**SCHEDULE OF INSURANCE REQUIREMENTS**

**5.0 SUMMARY OF THE CLASS OF POLICIES**

No.	Particulars of Insurance	Details	Value to be insured in Ksh.	Risks to be covered
1.	Group Personal Accident (Staff) Insurance	No of active members is <b>237</b>	4 x Annual Salary free cover limit of Kshs.20,466,700	Accident
2.	Work Injury Compensation Act (WIBA) Plus	No. of staff 237. Provides monetary benefits when accident results to death, bodily incapacity of permanent nature incapacity leading to employee being away from work and medical expenses. To cover both occupational and non-occupational illnesses and all insured staff 24 hours.	96 months x Sum of monthly basic of all staff	Injury

## 1. CLASS OF POLICY: - GROUP PERSONAL ACCIDENT (STAFF) INSURANCE

The policy is to cover 237 staff of National Construction Authority in and out of work place 24 hours, 7 days a week.

The expected benefits are:-

- Death – 4 years basic Salary
- PTD – 4 years basic Salary
- TTD - Actual weekly salary (maximum of 104) weeks

PERIOD OF INSURANCE: -	ONE YEAR
SUM INSURED: -	KSHS. 245,600,400
ANNUAL PREMIUM: -	KSHS. -----
INSURER: -	-----

**NB:** List all exclusions if any

## 2. CLASS OF POLICY: - WORK INJURY AND BENEFITS ACT (WIBA)

This policy is expected to cover all the **237 employees** of the Authority either permanent, or on short term contract. The Underwriter must indemnify the Authority against all liabilities under the work injury and Benefits Act.

PERIOD OF INSURANCE: -	One Year
BENEFITS	96 months basic salary
INTEREST/ AMOUNT OF GUARANTEE	
SUM INSURED	KSHS. 245,600,400
EXCESS	KSHS/ %-----
SPECIAL CONDITIONS	-----
ANNUAL PREMIUM	KSHS-----

**Note:** The successful service provider will be awarded a twelve months contract (One Year).

Kindly note that the tender closing/opening date remains 11.00 am on **Wednesday, 30<sup>th</sup> August, 2017.**

This addendum is construed to form part of the tender requirements.

All other terms and conditions of the tender remain the same.

**Vincensia Apopa**  
**MANAGER SUPPLY CHAIN**



**NATIONAL CONSTRUCTION  
AUTHORITY**

**TENDER**

**FOR**

**PROVISION OF GROUP PERSONAL ACCIDENT  
AND WORK INJURY BENEFIT INSURANCE  
COVER FOR NATIONAL CONSTRUCTION  
AUTHORITY STAFF**

**TENDER NO. NCA/T/01/2017-2018**

**CLOSING DATE: WEDNESDAY 30<sup>TH</sup> AUGUST, 2017  
CLOSING TIME: 11.00A.M**

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**SECTION I - INVITATION FOR TENDERS**

Date: 15<sup>th</sup> August, 2017

**TENDER No. NCA/T/01/2017-2018 TENDER FOR PROVISION OF GROUP PERSONAL ACCIDENT AND WORK INJURY BENEFIT INSURANCE COVER FOR NATIONAL CONSTRUCTION AUTHORITY STAFF (13 MONTHS CONTRACT)**

- 1.1 The National Construction Authority (NCA) is a State Corporation established under the National Construction Authority Act, 2011, with the responsibility to oversee the construction industry and coordinate its development.
- 1.2 The Authority invites sealed tenders from eligible candidates For Provision of Group Personal Accident and Work Injury Benefit Insurance Cover for National Construction Authority Staff for a period of 13 months commencing from 1<sup>st</sup> October 2017- 31<sup>st</sup> October, 2018.
- 1.3 Eligible Bidders (Underwriters) may obtain further information and inspect the bidding documents from Supply Chain Office situated at National Construction Authority Headquarters on 9<sup>th</sup> floor KCB Plaza, Kenya Road, Upper Hill during working hours
- 1.4 A complete set of bidding documents may be purchased by interested bidders upon payment of a non-refundable fee of Kenya Shillings 1,000/= (One Thousand Shillings Only) in form of a bankers cheque payable to the National Construction Authority or deposited in NCA's KCB account No. 1136368019 Milimani Branch.
- 1.5 The document may also be downloaded from the IFMIS suppliers' portal: **supplier.treasury.go.ke** and/ or the National Construction Authority's website: **www.nca.go.ke** free of charge. Bidders who download the tender document must arrange to register with NCA the company name, postal, physical, email and telephone address for the purposes of receiving any further tender clarifications and/or addendums if need be.
- 1.6 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.
- 1.7 Bidders are required to serialize/paginate their tender document before submitting.
- 1.8 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at National Construction Authority Headquarters on 9<sup>th</sup> Floor, KCB Plaza, Kenya Road, Upper Hill Nairobi or be addressed to;  
**The Executive Director,  
National Construction Authority,  
KCB Plaza, 9<sup>th</sup> Floor, Kenya Road,  
P O Box 21046- 00100,  
NAIROBI.**  
so as to be received on or before **Wednesday 30<sup>th</sup> August, 2017 at 11.00AM**
- 1.9 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at the Boardroom, National Construction Authority Headquarters, KCB Plaza, Kenya Road, Upper Hill Nairobi

**MANAGER SUPPLY CHAIN  
FOR: EXECUTIVE DIRECTOR**

## SECTION II - INSTRUCTION TO BIDDERS

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## **SECTION II - INSTRUCTIONS TO BIDDERS**

### **2.1. Eligible Bidders**

- 2.1.1 This Invitation for Tenders is open to all registered Insurance firms/underwriters. Successful Bidders 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 NCA's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Bidders shall provide the qualification information statement that the Bidder (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 NCA 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 Bidders 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 Bidder shall bear all costs associated with the preparation and submission of its tender, and NCA, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Ksh.1,000/=
- 2.2.3 NCA shall allow the Bidder to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Document**

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to Bidders.
- (i) Instructions to Bidders
  - (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) FORM 1 – Professional Qualifications
  - (xii) FORM 2 – Requirements For Proposed Underwriters
  - (xiii) FORM 3 – Client reference Form

2.3.2 The Bidder 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 Bidders 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 NCA by post, fax or by email at NCA's address indicated in the Invitation for tenders. NCA 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 NCA. Written copies of the NCA's 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 NCA shall reply to any clarifications sought by the Bidder within 3 days of receiving the request to enable the Bidder 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, NCA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the tender documents by issuing an addendum.

2.5.2 All prospective Bidders 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 Bidders reasonable time in which to take the amendment into account in preparing their tenders, NCA, 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 Bidder, as well as all correspondence and documents relating to the tender exchanged by the Bidder and NCA, shall be written in English language. Any printed literature furnished by the Bidder 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 Bidder 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 Bidder 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



(d) Declaration Form

**2.8. Form of Tender**

2.8.1 The Bidder 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 Bidder 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 Bidder 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. Bidders Eligibility and Qualifications**

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

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

**2.12. Tender Security**

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

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 NCA against the risk of Bidder'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 of:-

Cash, bank guarantee, such insurance guarantee approved by the Public Procurement Oversight Authority.

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

- 2.12.6 Unsuccessful Bidder'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 Bidder's tender security will be discharged upon the Bidder 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 Bidder withdraws its tender during the period of tender validity.
  - (b) in the case of a successful Bidder, if the Bidder 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 Bidder rejects correction of an arithmetic error in the tender.

### **2.13. Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by NCA as non-responsive.
- 2.13.2 In exceptional circumstances, NCA may solicit the Bidder'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 Bidder granting the request will not be required nor permitted to modify its tender.

### **2.14. Format and Signing of Tenders**

- 2.14.1 The Bidder shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the tender.

### **2.15 Sealing and Marking of Tenders**

- 2.15.1 The Bidder shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) Be addressed to NCA at the address given in the Invitation to Tender.

Bear tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE be **Wednesday 30<sup>th</sup> August, 2017 AT 11.00AM.**

- (b) The inner envelopes shall also indicate the name and address of the Bidder to enable the tender to be returned unopened in case it is declared “late”.

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

**2.16. Deadline for Submission of Tenders**

Tenders must be received by NCA at the address specified under paragraph 2.15.2 not later than be **Wednesday 30<sup>th</sup> August, 2017 AT 11.00AM.**

2.16.1 NCA 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 NCA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.2 Bulky tenders which will not fit the tender box shall be received by NCA as provided for in the appendix.

**2.17. Modification and Withdrawal of Tenders**

2.17.1 The Bidder 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 NCA prior to the deadline prescribed for submission of tenders.

2.17.2 The Bidder’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 Bidder’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

**2.18. Opening of Tenders**

NCA will open all tenders in the presence of Bidders’ representatives who choose to attend on be **Wednesday 30<sup>th</sup> August, 2017 AT 11.00AM.**

2.18.1 and in the location specified in the invitation for tenders. The Bidders’ representatives who are present shall sign a register evidencing their attendance

2.18.2 The tenderers’ names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as NCA, at its discretion, may consider appropriate, will be announced at the opening.

- 2.18.3 NCA will prepare minutes of the tender opening, which will be submitted to Bidders that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders NCA may, at its discretion, ask the Bidder 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 Bidder to influence NCA in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the Bidders' tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 NCA 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 NCA 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 Bidder.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, NCA 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. NCA'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 NCA and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

## **2.21. Conversion to single currency**

- 2.21.1 Where other currencies are used, NCA 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 NCA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.22.2 NCA'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) NCA 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 NCA's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

(i) Bidders 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. Bidders 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. NCA may consider the alternative payment schedule offered by the selected Bidder.

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

### **2.23. Contacting NCA**

2.23.1 Subject to paragraph 2.19 no Bidder shall contact NCA 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 Bidder to influence NCA in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Bidders' tender.

### **2.24 Post-qualification**

2.24.1 NCA will verify and determine to its satisfaction whether the Bidder 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 Bidder financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidders qualifications submitted by the Bidder, pursuant to paragraph 2.11.2, as well as such other information as NCA deems necessary and appropriate

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

## **2.25 Award Criteria**

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

2.25.2 To qualify for contract awards, the Bidder 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. NCA's Right to accept or Reject any or all Tenders**

2.26.1 NCA 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 Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for NCA's action. If NCA determines that none of the tenders is responsive, NCA shall notify each Bidder who submitted a tender.

2.26.2 NCA shall give prompt notice of the termination to the Bidders and on request give its reasons for termination within 14 days of receiving the request from any Bidder.

2.26.3 A Bidder 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, NCA will notify the successful Bidder 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 Bidder and NCA pursuant to clause 2.9. Simultaneously the other Bidders shall be notified that their tenders were not successful.

2.27.3 Upon the successful Bidder's furnishing of the performance security pursuant to paragraph 2.29 NCA will promptly notify each unsuccessful Bidder and will discharge its tender security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

2.28.1 At the same time as NCA notifies the successful Bidder that its tender has been accepted, NCA will simultaneously inform the other Bidders that their tenders have not been successful.

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

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 Bidder shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to NCA.

2.29.2 Failure by the successful Bidder 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 NCA may make the award to the next lowest evaluated tender or call for new tenders.

## **2.3 Corrupt or Fraudulent Practices**

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

2.30.2 NCA will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

2.30.3 Further a Bidder 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 Bidders

The following information for the procurement of insurance services shall complement, supplement, or amend, the provisions on the instructions to Bidders. Wherever there is a conflict between the provisions of the instructions to Bidders and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to Bidders.

Instruction to Tenderers	Particulars of Appendix to instructions to Bidders
2.1.1	This tender is open to registered underwriters <b>only</b>
2.2.2	Interested bidder who wish to obtain a hard copy document shall pay Kshs 1,000 non-refundable fee.
2.12.1	Tender security required- KShs. <b>50,000/=</b> in the form of Unconditional Bank Guarantee from a reputable bank in Kenya valid for 30days beyond the tender validity period
2.14.1	<i>Bidders shall provide <b>1 ORIGINAL</b> copy of the tender document clearly <b>marked original</b> and Iother copy marked <b>COPY</b> all placed in one envelope.</i>
2.15.2 (b)	The closing date of the tender shall be <b>Wednesday 30<sup>th</sup> August, 2017 AT 11.00AM.</b>
2.20.2	Section 82 of PPAD Act (2015) applies. There shall be no correction of errors
2.22	<p>The evaluation and comparison of tenders shall be as follows:-</p> <p><b>Confirmation of compliance with Mandatory requirements.</b> Bidders who fail to comply with any of the mandatory requirements shall be treated as non-responsive and rejected at this stage.</p> <p><b>Technical Evaluation.</b> Bidders who were responsive under the mandatory evaluation criteria shall be evaluated as per the Technical Evaluation Criteria set out in the table below. Bidders are required to score at least 70% to qualify for further evaluation under the Financial Evaluation Criteria.</p> <p><b>Financial Evaluation.</b> The quotations received from the responding bidders shall be evaluated and ranked from the lowest to the highest provided that the quotations were obtained from the eligible insurers as specified in Section 4.1. The financial evaluation shall also take into consideration the Price Schedule Form and any conditions attached to the quotations for each class of insurance specified in tables of Schedule of Insurance Requirements such as exclusion clauses which will not be favorable to NCA</p>
2.25.1	The 2 classes of insurances in the summary will be awarded as one Lot to the overall lowest evaluated bidder
2.29.1	Performance security shall be 10% of tender sum.



## CRITERIA OF EVALUATION

The method of evaluation will be Merit Point System

The evaluation criteria will be applied as indicated here below: -

1.	MANDATORY REQUIREMENTS	(YES/NO)
a)	Copy of certificate of incorporation/Registration	
b)	Duly filled, signed and stamped form of tender	
c)	Duly filled signed and stamped Price Schedule form	
d)	Copy of Valid Tax Compliance Certificate from KRA	
e)	Proof of registration as a member of AKI for the current year 2017	
f)	Copy of registration certificate from IRA for 2017	
g)	A valid Single business permit from County Government for 2017	
h)	Submit an original tender security of Kshs.50,000.00 in form of a bank guarantee from either commercial banks or insurance companies approved by PPOA valid for 150 days from date of tender opening. ( <i>Note: No self-guarantee, to use tender security from an Insurance company, you have to provide from a different company</i> )	
i)	Submit copies of audited accounts for the latest three (3) financial years (2014, 2015 & 2016)	
j)	Duly filled, signed and stamped Self Declaration Form	
k)	Duly filled, signed and stamped Anti-Corruption Declaration form.	
l)	Must have been in existence for the last five years	
m)	Must provide one original and one copy of the Tender which <b>MUST</b> be <b>Paginated/serialized/Numbered</b>	

**NB: - 1. Bidders must meet all the mandatory requirements to qualify for technical evaluation**

2.	TECHNICAL EVALUATION			Scores
a)	List of five current Corporate Clients and recommendation letters in client letter head (2 points for each upto a maximum of five clients)			10
b)	No of contracts handled in the last five years (attach copy of contract/ LSO) two (2) points each upto max of 5 ( <i>Award Letters- 0 marks</i> )			10
c)	Five (5) duly filled and stamped Client reference forms in the format provided (3 points for each upto a maximum of 5 CR forms)			10
	Client Reference Form Rating <ul style="list-style-type: none"> <li>• Excellent (2 points each)</li> <li>• Good (1 point each)</li> <li>• Average (0.5 points)</li> <li>• Poor (0 points)</li> </ul>			10
d)	Firm's experience as shown by number of years in the Provision of Insurance Services. Two (2) point for every year's experience - max (10 points) ( <i>Attach copies of IRA registration certificates as proof</i> )			10
e)	Professional qualifications and experience of the Principal Officer ( <i>Attach Copies of certificates</i> )	ACII/AIHK certification – 2points	2	10
		Relevant degree – 2 point	2	
		Relevant experience – 1 point for every year's experience in Insurance industry. - max.6 years	6	
f)	Professional qualifications and experience of two other technical personnel ( <i>Attach Copies of certificates</i> )	ACII/AIHK – 1 point for each personnel	2	12
		Relevant degree – 1 point for each personnel	2	
		Relevant experience – 1 point each for every year's experience in insurance industry. max.- 4 years	8	
g)	List of four (4) other key professional staff and specify portfolio/tasks. Attach CVs (2 points for each professional up to max of 4)			8
h)	<b>Financial capability for the last three years:</b> Liquidity ratio (attach documentary evidence) <ul style="list-style-type: none"> <li>• 2:1 ratio (2 points each year)</li> <li>• 1: 1 ratio (1 point each year)</li> <li>• Less – 0 points</li> </ul>			6
	Average premium turnover for the last one year - 2 mark for every Kshs. 100 million handled (Max -10 Points)			10
i)	Benefits (Additional benefits to the cover will be evaluated and rated appropriately) 1 point for each benefit up to a maximum of four (4) benefits			4
	<b>TOTAL TECHNICAL</b>			<b>100 points</b>

**NB: To qualify for financial evaluation the bidder must score a minimum of 70 percent.**

### 3. FINANCIAL EVALUATION

The firm attaining the lowest financial score after surpassing the minimum technical score shall be recommended for award.

## 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 NCA and the Bidder, 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 Bidder under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the Bidder including any documents, which the Bidder is required to provide to NCA under the Contract.
- (d) “NCA” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

### **3.2. Application**

3.2.1 These General Conditions shall apply to the extent that they are not superseded 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 NCA’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 NCA 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 NCA’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 NCA and shall be returned (all copies) to NCA on completion of the contract's or performance under the Contract if so required by NCA.

### **3.5. Patent Rights**

3.5.1 The Contractor shall indemnify NCA against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

### **3.6 Performance Security**

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful Bidder shall furnish to NCA the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to NCA as compensation for any loss resulting from the Bidder'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 NCA and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.6.4 The performance security will be discharged by NCA 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 Bidder in accordance with the terms specified by NCA 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 Bidder under this Contract shall be specified in SCC

3.8.2 Payment shall be made promptly by NCA as specified in the contract.

### **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 Bidder in its tender.

### **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 NCA's prior written consent.

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

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

3.11.2 In the event NCA 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 NCA 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 NCA 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 NCA.

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

3.13.1 NCA 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 NCA 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 NCA and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

**3.15. Governing Language**

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

**3.16. Applicable Law**

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

**3.17 Force Majeure**

3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

**3.18 Notices**

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.3 Special Conditions of Contract as relates to the General Conditions of Contract are tabulated below:-

Reference of general conditions of contract	Special condition of contract
3.6 Performance Security	Performance security equivalent to 10% of tender sum in form unconditional bank guarantee will be required from the successful bidder.
3.6.3	Unconditional bank guarantee
3.7 Delivery of Services	The insurance firm shall be required to confirm cover before the commencement date by delivering Policy Document and insurance certificates where applicable. The policy document shall be prepared and delivered within 30 days from the date of notification of award so as to be incorporated in the contract document. A period of one year one month and can be reviewed for a further one year at the sole discretion of NCA after assessment for satisfactory performance.
3.8 Payment	30 days after receipt of Invoice and Debit Notes
3.14 Resolution of Disputes	In case of a dispute between the service provider and the employer, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per provisions of the Arbitration Act of 1995 before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the chartered institute of Arbitrators Kenya branch and any award given shall be final
3.16 Applicable law	The Laws of Kenya/ The Insurance Act Cap 487
3.18 Notices	The Executive Director, National Construction Authority, KCB Plaza, 9 <sup>th</sup> Floor, Kenya Road, P.O. Box 21046 – 00100, Nairobi.



## SECTION V - SCHEDULE OF REQUIREMENTS

1. Bidders are required to provide their quotations based on the format of the appended **Schedule of Insurance Requirements** and should enumerate all the exclusions, extensive and special clauses, policy limitations and excess applicable under each of the policies.
2. Bidders will be required to provide a summary of their quotations based on the format of the appended **Price Schedule Form**. Bidders must take into consideration the arrangement of the policies as presented in the **Price Schedule Form** while making their recommendations of the underwriters for the various policies.
3. Any special requirements in respect to each class of insurance have been provided in the Schedule of Insurance Requirements. Such requirements must be considered and addressed in the bids.
4. It should be made clear to all participating underwriters that the insured values could be subject to revision to incorporate changes occurring before cover commencement date.

## SCHEDULE OF INSURANCE REQUIREMENTS

### 5.0 SUMMARY OF THE CLASS OF POLICIES

No.	Particulars of Insurance	Details	Value to be insured in Ksh.	Risks to be covered
1.	Group Personal Accident (Staff) Insurance	No of active members is <b>237</b>	4 x Annual Salary free cover limit of Kshs 18,736,300.00	Accident
2.	Work Injury Compensation Act (WIBA) Plus	No. of staff 237. Provides monetary benefits when accident results to death, bodily incapacity of permanent nature incapacity leading to employee being away from work and medical expenses. To cover both occupational and non-occupational illnesses and all insured staff 24 hours.	96 months x Sum of monthly basic of all staff	Injury

### 1. CLASS OF POLICY: - GROUP PERSONAL ACCIDENT (STAFF) INSURANCE

The policy is to cover 237 staff of National Construction Authority in and out of work place 24 hours, 7 days a week.

The expected benefits are:-

- Death – 4 years basic Salary
- PTD – 4 years basic Salary
- TTD - Actual weekly salary (maximum of 104) weeks

PERIOD OF INSURANCE: - ONE YEAR

SUM INSURED: - KSHS. 899,342,400

ANNUAL PREMIUM: - KSHS. -----

INSURER: - -----

**NB: List all exclusions if any**

**2. CLASS OF POLICY: - WORK INJURY AND BENEFITS ACT (WIBA)**

This policy is expected to cover all the **237 employees** of the Authority either permanent, or on short term contract. The Underwriter must indemnify the Authority against all liabilities under the work injury and Benefits Act.

PERIOD OF INSURANCE: -	One Year
BENEFITS	96 months basic salary
INTEREST/ AMOUNT OF GUARANTEE	
SUM INSURED	KSHS. 1,798,684,800.00
EXCESS	KSHS/ %-----
SPECIAL CONDITIONS	-----
ANNUAL PREMIUM	KSHS-----

**Note: The successful service provider will be awarded a thirteen months contract.**

## **SECTION VI - STANDARD FORMS**

### **Notes on the standard Forms**

1. **Form of Tender** - The form of Tender must be completed by the Bidder and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the Bidder.
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 Bidder 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 Bidder and submitted with the tender documents.
5. **Tender Security Form** -When required by the tender document the Bidder shall provide the tender security either in the form included hereinafter or in another format acceptable to NCA.
6. **Professional Qualifications Form**
7. **Client Reference Form**

**FORM OF TENDER**

To: \_\_\_\_\_ Date \_\_\_\_\_  
Name and address of procuring entity \_\_\_\_\_  
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

No.	CLASS OF INSURANCE	PREMIUM (INCLUSIVE OF ALL LEVIES)
1.	Group Personal Accident (Staff) Insurance	
2.	Work Injury Compensation Act (WIBA)	
<b>Total</b>		

We undertake, if our tender is accepted, provide insurance covers in accordance with the schedule rates and delivery dates specified herein above.

Name .....

Name of signatory: .....

In the capacity of: .....

Authorized Signature: .....

Company Rubber Stamp/Seal.....

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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.

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

Part \_\_\_\_\_ General:

Business Name .....

Location of business premises .....

Plot No. .... Street/Road .....

Postal Address ..... Tel. No. ....Fax ..... Email

Nature of business .....

Registration Certificate No. ....

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

Name of your bankers ..... Branch .....

Part 2(a) – Sole Proprietor:

Your name in full ..... Age .....

Nationality ..... Country of origin .....

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public .....

State the nominal and issued capital of the company –

Nominal Kshs.. .....

Issued Kshs.....

Give details of all directors as follows

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

Date..... Signature of Tenderer .....

**SELF-DECLARATION FORM**

Date \_\_\_\_\_

To:

**The Executive Director  
National Construction Authority  
P.O. Box 21046-00100  
Nairobi**

The tenderer i.e. (name and address)

\_\_\_\_\_ declare the following:

- a) Has not been debarred from participating in public procurement.
  
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Name.....

Title.....

Signature.....

Date.....

Official Stamp.....

(To be signed by authorized representative and officially stamped)



**ANTI-CORRUPTION DECLARATION COMITMENT/  
PLEDGE**

*(Sections 39, 40,41,42,43 & of the PPD Act, 2005)*

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We .....

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No .....

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name of Signatory.....

Title of Signatory .....

Official Stamp.....

**TENDER SECURITY FORM**

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of GPA and Work Injury Benefit insurance cover (hereinafter called <the tender>?

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

THE CONDITIONS of this obligation are:-

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

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

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

**[Authorized Signatories and official stamp of the Bank]**

# FORM 1 – PROFESSIONAL QUALIFICATIONS

Officer's Name	Position Held	Professional Qualifications (list)	Date of Qualification	Educational Qualification – Highest only e.g., University degree (Specify)

Signature \_\_\_\_\_  
 Chief Executive Officer/Principal Office

\_\_\_\_\_ Date

# FORM 2 - CLIENT REFERENCE FORM

(To be filled by the Insured (Client))

Name of Insurance firm.....

Name and address of Insured (Client).....

.....

## Insurance Policies handled

Class of Insurance	Period of Cover

## Performance Evaluation

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

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

### Please note:

- Client Reference Form Rating will be as follows; excellent -2 points, Good -1 point, Average -0.5 points and Poor -0 points.
- The rating per form will be averaged.

Name of authorized signatory (Insured).....

Title.....

Signature.....

Date.....

Official stamp of the Insured

Telephone contacts:-.....

## TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

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

WHEREAS ..... *[Name of tenderer]*  
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_  
*[Reference number of the contract]* dated \_\_\_\_\_ 20 \_\_\_\_\_ to  
supply .....  
*[Description of insurance services]* (Hereinafter called “the Contract”)

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

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

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

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

**Signature and seal of the Guarantors**

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

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

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

*(Amend accordingly if provided by Insurance Company)*

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

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

To: \_\_\_\_\_

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

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**FORM RB 1**  
**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the National Construction Authority 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...

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

SIGNED  
Board Secretary