



REPUBLIC OF KENYA

# NATIONAL WATER HARVESTING & STORAGE AUTHORITY



## OPEN TENDER FOR PROVISION OF MEDICAL INSURANCE COVER

Tender No. NWHSA/ONT/004/2018-19

EXECUTING AGENCY/CLIENT:  
CHIEF EXECUTIVE OFFICER  
NATIONAL WATER HARVESTING  
& STORAGE AUTHORITY  
P. O. BOX 30173-00100  
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## SECTION I – INVITATION TO TENDER

Tender REF No. NWHSA/004/2018/2019

**Tender Name: PROVISION OF MEDICAL INSURANCE COVER.**

National Water Harvesting & Storage Authority (NWHSA), a parastatal under the Ministry of Water and Sanitation of the Republic of Kenya (hereafter called “The Client”) now invites sealed bids from eligible national candidates, for provision of the aforementioned services for a period of two years.

- 1.1 Interested eligible candidates may obtain further information from and inspect the tender documents from <http://www.mygov.go.ke>; or NWHSA website: <http://waterauthority.go.ke/>;
- 1.2 A complete set of tender documents may be obtained by any interested supplier from the same portal or in soft copy from the Chief Procurement Office at no fee;
- 1.3 Completed tender documents are to be enclosed in plain **separately sealed Technical and Financial** envelopes marked with tender reference number and be deposited in the Tender Box 1 or 2 at NWHSA Forth Floor or be addressed to the Chief Executive Office, NWHSA, P.O. Box 30173-00100 Nairobi so as to be received on or before **18<sup>th</sup> October, 2018 at 10.30 A.M;**
- 1.4 Prices quoted should be net inclusive of all taxes and must be expressed in Kenya shillings and shall remain valid for a period of 120 days from the closing date of the tender.
- 1.5 Tenderers shall furnish, as part of their application a tender security of **Ksh 500,000.00** in the form of an authorized arrangement/ institution by PPRA &/or PPADA, 2015. Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at NWHSA Conference Room.
- 1.6 The criteria stated in the appendix to instruction to tenderers will be used to evaluate the tenderers responsiveness thereby obtaining the lowest evaluated bidder;

Signed:

Eng. Sammy M. Mburu  
AG. CHIEF EXECUTIVE OFFICER – NWHSA

## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 55(2) of the Public Procurement & Asset Disposal Act, 2015.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2.3 Contents of tender documents**

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications 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 Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an

explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

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

## **2.5 Amendment of documents**

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

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

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

(a) A Tender Form and a Price Schedule completed in accordance with clause 2.8, 2.9 and 2.10 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

## **2.8 Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices 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 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.



2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

## **2.11 Tenderers Eligibility and Qualifications.**

2.11.1 Pursuant to Clause 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 its tender is accepted.

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

## **2.12 Tender Security**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

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

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the

Tender Form; or

(b) In the case of a successful tenderer, if the tenderer fails:

(i) to sign the contract in accordance with paragraph 2.26

or

(ii) to furnish performance security in accordance with paragraph 2.27.

(c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tender**

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

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

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

(a) Be addressed to the Procuring entity at the address given in the invitation to tender

(b) Bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE (day, date and time of closing in the invitation letter),”

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —

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

## **2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than (day, date and time of closing in the invitation letter)

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.17 Modification and withdrawal of tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification , including substitution or withdrawal of the tender’s is received by the procuring entity prior to the deadline prescribed for the 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 paragraphs 2.4 and 2.5. A withdrawal notice may also be sent by cable, 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at ...(time, day, and date of closing) and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

## **2.19 Clarification of tenders**

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

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

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity 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 the appendix to instructions to tenderers, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

## **2.21 Conversion to a single currency**

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## **2.22 Evaluation and comparison of tenders.**

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

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

**(a) Operational Plan.**

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

**(b) Deviation in payment schedule.**

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

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

2.22.6 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.

## **2.23 Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## **2.24 Award of Contract**

### **a) Post qualification**

2.24.1 In the absence of pre-qualification, the Procuring entity will 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's 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 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

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

b) **Award Criteria**

2.24.3 Subject to paragraph 2.26 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

2.24.5 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.

**2.25 Notification of award**

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

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

2.26.3 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.

## **2.27 Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

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

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

2.28.3 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 THE TENDERERS

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

**Table 1: Appendix to Instructions To The Tenderers:**

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.9	Prices shall be quoted in Kenya Shillings Only.
2.12	Tender security document only shall be the quoted sum as per the invitation
2.14/ 2.15	Submission of tenders: <ul style="list-style-type: none"> <li>a) The Tenderer shall seal the original and copy of the Technical tender proposal in separate envelopes, duly marking the envelopes as “ORIGINAL TECHNICAL” and “COPY TECHNICAL.” These envelopes shall then be sealed in a larger outer envelopes marked TECHNICAL PROPOSAL.</li> <li>b) The tenderer shall seal the original and copy of the Financial tender proposal in SEPARATE ENVELOPES FROM THE TECHNICAL PROPOSALS and duly marked “ORIGINAL FINANCIAL” and “COPY FINANCIAL”. The envelopes shall then be sealed in a larger outer envelope marked FINANCIAL PROPOSAL.</li> <li>c) All outer envelopes shall also have the following:-               <ul style="list-style-type: none"> <li>i. The tender reference name and number;</li> <li>ii. Addressed to the Procuring entity at the address given in the</li> </ul> </li> </ul>

	<p>Invitation to Tender;</p> <p>d) ONLY the Inner Envelopes shall indicate the name and address of the tenderer/ participating bidder so as to:-</p> <p>i. Enable all the inner envelopes of the tender to be returned unopened in case it is declared “late”</p> <p>ii. Enable the Financial envelopes of the tender to be returned unopened in case it does not qualify the technical evaluation</p> <p><b>Note:</b> Technical Proposal shall NOT include any indication of prices. It shall NOT include the tender form nor the price schedule.</p> <p>Bidders can seek for further clarification on the mode of submission of the tender documents from the procurement office.</p>
2.20	The Authority will regard a tender as non-responsive if on the Mandatory Evaluation it contains documents that have not been certified. Documents must be certified by a lawyer as a true copy of the original and must be commissioned by a commissioner for oaths
2.24	The successful tenderer may at the discretion of NWHSA and in writing, be requested to provide evidence of any statutory documentation during due diligence
2.27	Performance security shall be 5% of the Tender Sum as per the Form of tender
2.20.4	Detailed Evaluation Criteria shall involve a responsiveness test, & the preliminary evaluation; technical evaluation, separate financial evaluation as well as due diligence only as shown in the following tables. No other evaluation criteria shall apply separate from these:-

**(a) MANDATORY EVALUATION (All these are Mandatory requirements)**

NO	CRITERIA FOR INSURANCE COMPANIES
1)	Must be registered with Insurance Regulatory Authority (IRA) for the current Year. Copy of the current license must be submitted.
2)	Valid TAX Compliance Certificate copy from KRA.
3)	Certified copy of certificate of Incorporation/Registration.
4)	Original Bid Bond as per the Invitation to Tender.
5)	Must have paid up capital of at least Kshs.300,000,000.00 in the year, 2016 or 2017.
6)	Must have done annual gross premiums in the year, 2016 or 2017 of at least Kshs.

	500,000,000.00.
7)	Must have been in the Medical insurance Business for the last 5 years.
8)	Duly filled, signed and stamped confidential business questionnaire, and all other relevant documents in the standard formats provided.
9)	Must be a member of the Association of Kenya Insurers (AKI) for the current year and submit proof of the same.
10)	Copy of current business license from Nairobi City Council or Local Authority for the principal place of business.
11)	Must attach list of their countrywide network of service providers (attach recommendation letters).
12)	Must submit a copy of current professional indemnity cover of at least Kshs 50,000,000.00.
13)	Tender Document Must be Paginated.
14)	Must provide evidence of re-insurance arrangement.
15)	Must give an undertaking that they are not debarred from participating in Government contracts.
16)	Signed declaration statement in tenderer's letter head, stating compliancy with or exceeding the minimum requirements in section V. Any different version exceeding the provided ones should be stated categorically.
NO	<b>CRITERIA FOR INSURANCE BROKERS</b>
1)	Must be registered with Insurance Regulatory Authority (IRA) for the current Year. A certified copy of the current license must be submitted.
2)	Valid TAX Compliance Certificate copy.
3)	Certified copy of certificate of Incorporation/Registration.
4)	Original Bid Bond as per the Invitation to Tender.
5)	Must submit a copy of current professional indemnity cover of at least Kshs 50,000,000.00.
6)	Must have paid up capital of at least Kshs.100,000,000.00 in the year, 2016 or 2017.
7)	Must have done annual gross premiums in previous year, 2016 or 2017 of at least

	Kshs. 200,000,000.00.
8)	Duly filled, signed and stamped confidential business questionnaire in the format provided.
9)	Must be a member of the Association of Kenya Insurers Brokers (AKIB) for the current year and submit proof of the same.
10)	Tender Document Must be Paginated
11)	Copy of current business license from Nairobi City Council or Local Authority for the principal place of business.
12)	Must give an undertaking that they are not debarred from participating in Government contracts.
13)	Submit an Authorization letter from the Underwriter on whose behalf they are participating together and the said underwriter must meet the aforementioned criteria for insurance companies.

**(b) TECHNICAL EVALUATION**

CRITERIA	EVIDENCE	MARKS
<b>Company's Competence</b>	<b>Proof</b>	<b>Pass Mark = 70%</b>
1) Detailed proposal and operation plan for the cover to be provided; <b>without any financial information.</b>	Demonstrated: Enhanced comprehensive medical insurance cover proposal for 12 indicating the services to be provided.	Outpatient 2.5mks; Inpatient 2.5mks; Maternity 5mks; Optical 5mks; Dental 5mks; Pre-existing conditions 10mk; Wellness for spouse & principal member 5mks <b>(Max 35mks)</b>
2) Demonstrated: Qualifications and experience of key technical personnel	Demonstrated: by providing certified CV's and certificate copies for Head/ General Manager medical department; Underwriting Manager, medical department; Liaison Officer, Medical Client;	5mks for masters. 3mks for Bachelors. Zero for none in medicine/pharmacy/ dentistry, for Head/ General Manager medical department; 5mks for masters. 4mks for Bachelors. 3mks for diploma. Zero for None in medicine/pharmacy/ dentistry/ business, for underwriting manager; 5mks for Bachelors. 4mks for Diploma, Zero for none in

		Nursing/ Home economics/ Business, for Liaison Officer; <b>(Max 15mks)</b>
3) List and demonstrate Six (5) Contracts handled of a similar size or nature in the last Five (5) Years	Signed contract documents/ award letters. (Include recommendation letters from respective procuring entities/ clients per each contract/award letter). At least One contract/award shall be with a government entity	5mks per each contract/award with respective recommendation letter; Extra 5mks for contracts/award and acceptance letter with recommendation from respective government entity; Zero mks for none <b>(Max 30mks)</b>
4) Liquidity Ratio for the latest 2 Years (Current Assets/ Current Liabilities)	Latest Audited and Certified accounts showing Balance sheet and Income statement	>2:1 – 5mks; 2:1 to 1:1 – 3mks; 0.9:1 to 0.5:1 – 2.5mks; less than 0.5:1, 0mks; <b>(Max 5mks)</b>
5) Average Profitability Margin for latest 2 Years (Profit before Interest & Tax/ sales)	Latest Audited and Certified accounts showing Balance sheet and Income statement	Above 20% margin =5mks; 15-20% =4mks; 10-14%, 3mks; 5-9% = 2mks, below 5%, 0mks <b>(Max 5mks)</b>
6) Experience with Health providers	Comprehensive List of health providers ( Hospitals, Doctors and Specialists)	Comprehensive List of health providers (Hospitals, Doctors and Specialists)- <b>(2.5 Max)</b>
7) Detailed explanation of Benefits	Additional benefits to the cover will be evaluated and rated appropriately	Detailed explanation of Benefits <b>(2.5 Max)</b>
8) Exclusions	List exclusions provided in the cover	The exclusions provided in the cover will be evaluated and rated appropriately <b>(2.5 Max)</b>
9) Litigation history-	Certified undertaking that no matter of litigation is pending in court against Directors, firm, Staff & Assigns of your organization under similar assignment. Indicate any convictions in the past against the firm, directors or partners.	Certified undertaking <b>(2.5 Max)</b>
<b><u>TOTAL</u></b>		<b><u>100</u></b>



**(c) SEPARATE FINANCIAL EVALUATION**

**Note:**

Only for those who pass both Mandatory and Technical evaluation will be considered and invited to open their financial proposals. The pass mark shall be 70%. Unsuccessful technical proposals will be returned unopened. Tenderers are therefore required to submit a separate financial proposal as shown in the appendix 2.14/2.15, ONLY with the following requirements):-

<b>NO</b>	<b>CRITERIA</b>	<b>MARKS</b>
1	Lowest Evaluated price in the price schedule in section VI (Schedule of requirements)	To comply 100%
2	Duly filled, stamped and signed Tender Form in the format provided	
3	For Insurance Brokers Only: Submit original signed quotation by the Underwriter on whose behalf they are participating	

## SECTION III GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### 3.2 Application

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

### **3.3 Standards**

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### **3.5 Patent Right's**

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

### **3.6 Performance Security**

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :

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

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the

tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.7 Inspections and Tests**

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Payment**

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

### **3.9 Prices**

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 by

the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.10 Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

### **3.11 Termination for Default**

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.12 Termination of insolvency**

The procuring entity may at the 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 produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13 Termination for convenience**

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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**

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 Force Majeure**

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.

### **3.17 Applicable Law.**

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

### **3.18 Notices**

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 E-mail and confirmed in writing to the other party's address specified in the SCC

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

### **3.19 Claim Settlement**

The Service provider shall settle claims within reasonable period as specified in the Special Conditions of Contract upon receipt of notification of the claim as provided.

**SECTION IV SPECIAL CONDITIONS OF CONTRACT**

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

Table 2: Special conditions of Contract:

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.6	Performance security shall be 5% of the amount stated in the schedule of requirements total or the form of contract.
3.7	The Service Provider shall, upon signing the Contract, avail to the Authority the Policy Documents in respect of the Services within 30 days of the commencement of the Services.
3.8	Payment shall be wired to supplier’s account after the procuring entity accepts the services as per paragraphs 3.7 and upon receiving and acknowledging all necessary documents of payment. Payment will be made in two installments, the first installment being 50% within 15 days of the commencement of the Services and the remaining 50% within 30 days of payment of the first installment to the account provided by the tenderer.
3.9	Prices charged by the tenderer for services performed under the Contract shall not vary from the prices by the tenderer in its tender, unless at the discretion



	<p>of the procuring entity.</p> <p>In the event that the Authority acquires new members subsequent to execution of the medical insurance Contract, the said members will be covered in the existing scheme on the same terms as the existing contract from their respective dates of absorption. Thus for them, inclusion in the policy will be made by charging the pre-defined monthly pro-rata premium rate which must be less than the annual premium rate.</p>
3.11 (a)	<p>Contract remains valid only up to two year's (24 months) after contract signing date and any considerations to extend lies with the procuring entity's immediate needs and after expiry of this period.</p>
3.19	<p>a) The Service Provider shall allow the Authority a claim reporting period of not later than 45 days</p>
	<p>b) The Service Provider shall settle claims as soon as possible, but at most within 90 days of claim reporting and issuance of claim supporting documents.</p>

## SECTION V - SCHEDULE OF REQUIREMENTS

The insurance cover is fully enhanced comprehensive Medical Insurance Cover for the following features and categories:-

- ❖ **Medical Services**

- ✓ **Inpatient Scheme**

The inpatient scheme will deal with illness or accidents that will lead to:

Admission to hospital

Treatment while in hospital

Discharge from hospital and the cost of treatment thereof

- ✓ **Outpatient Scheme**

The outpatient scheme deals with cases of illness and accidents not requiring admission into a hospital.

- ✓ **Particulars of cover**

The medical cover exclusions where applicable must be clearly stated on a separate cover giving specific details on each exclusion

One must also provide:-

1. Full details of what the cover provides
2. Eligible expenses included in the inpatient cover
3. Full details of what the cover excludes
4. Dependents eligibility

- ✓ **Network Coverage**

The bidder is required to provide the following;

1. Full details of towns where the medical cover is going to be administered
2. Full details of the medical cover outside Kenya and all exclusions that are applicable

This should take into consideration that NWHSA has employees spread across the country and staff frequently travel within and out of the country on official duties.

✓ **Preparation of your proposal**

1. Give a detailed report on how the cover is going to be administered.
2. Give an analysis on how the service provider intends to address the following:
  - Admission of members into the cover
  - Members to be covered fully in inpatient with no sub-limits
  - Admission of members with pre-existing conditions into the cover

The insurance cover is fully enhanced comprehensive Staff Medical Insurance Cover for the following categories:-

❖ **Category 1-Staff and their immediate family**

	<b>COVER</b>	<b>BENEFIT (KSHS.)</b>
a.	Inpatient	1,000,000.00 per family
b.	Outpatient	Kshs.200,000.00 per family up to a maximum of six (6) members
c.	Maternity cover per family	150,000.00 (Normal)
		200,000.00 (Caesarian)
d.	Optical	50,000.00 per family
e.	Dental	50,000.00 per family
f.	Funeral Expenses	100,000.00 for Principal Member

❖ Category 2-Board of Directors (Member only)

	COVER	BENEFIT (KSHS.)
a)	Inpatient	2,000,000.00 Per person
b)	Outpatient	100,000.00 Per person
c)	Optical	50,000.00 Per person
d)	Dental	50,000.00 Per person.
e)	Funeral Expenses	100,000.00 Per person

❖ Details of members

S/No.	Description	NO
1)	Board of Directors only	7
2)	Principal members only (M)	19
3)	Principal members and one dependent (M+1)	18
4)	Principal members two dependents (M+2)	31
5)	Principal members three dependents (M+3)	56
6)	Principal members four dependents (M+4)	58
7)	Principal members five dependents (M+5)	36
<b>Total</b>		<b>225</b>

## ❖ Details of Cover

The Following Must Be Provided:-

1. General medical checkups once a year for employee and spouse.
2. Cater for accommodation/lodger fees for those accompanying children below 7 years.
3. Maternity: to cover prenatal, delivery and post-natal and any other pregnancy related cases at no waiting period.
4. All chronic illnesses, all preexisting conditions and HIV/AIDS to be covered within inpatient and outpatient covers as applicable.
5. Provision of at least 6 weeks medical cover to employees whenever they travel outside Kenya
6. Treatment of congenital defects.
7. Dental maximum 50,000 per family:-
  - Dental to include filling, extraction, root canal, cleaning, braces, dental x-rays and scaling/polishing
8. Optical maximum 50,000 per family:-

Optical to include treatment of deterioration/correction of sight and replacement of spectacles/ frames/ lens

**SECTION VI - STANDARD FORMS**

**A FINANCIAL PROPOSAL**

NB: (To be sealed in a separate envelope and bearing the name of the tenderer)

To: National Water Harvesting & Storage  
Authority  
P O Box 30173-00100  
NAIROBI

Date.....

Tender No.....

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 Medical Insurance Cover 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 Medical Insurance Cover in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of ..... days from the date fixed for Tender opening of the Instructions to Service Providers, 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 \_\_\_\_\_ 2018

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**B CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2018 between **National Water Harvesting & Storage Authority** of **P. O. Box 30173-00100, NAIROBI, KENYA** (hereinafter called “the Authority”) of the one part and

[name of Service Provider] of \_\_\_\_\_ [city and country of Service Provider] (hereinafter called “the Service Provider”) of the other part:

WHEREAS the Authority invited tenders for the Medical Insurance Cover and has accepted a tender by the Service Provider 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 Service Provider;
  - 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 Authority’s Notification of Award
3. In consideration of the payments to be made by the Authority to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Authority to provide the Medical Insurance Cover and to settle claims arising therein in conformity in all respects with the provisions of the Contract.
4. The Authority hereby covenants to pay the Service Provider 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 Authority)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Service Provider) in the presence of \_\_\_\_\_

**C CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

Part \_\_\_\_\_ 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. ....

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.	.....	.....	.....

Date..... Signature of Service Provider  
 .....

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

## D TENDER SECURITY FORM

Whereas [name of Tenderer] (hereinafter called “the Tenderer” has submitted its bid dated [date of submission of bid] for the provision of Medical 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 (hereinafter called “the Authority” in the sum of for which payment well and truly to be made to the said Authority , 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 Service Provider withdraws its tender during the period of tender validity specified by the Authority on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the Authority during the period of tender validity
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders

We undertake to pay to the Authority up to the above amount upon receipt of its first written demand, without the Authority having to substantiate its demand, provided that in its demand the Authority 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]

**E PERFORMANCE SECURITY FORM**

To: **National Water Harvesting & Storage Authority**  
**P O Box 30173-00100,**  
**NAIROBI, KENYA**

WHEREAS ..... [name of Service Provider]

(Hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. \_\_\_\_\_  
\_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 2018 \_\_\_\_\_  
to supply Medical Insurance Cover (hereinafter called “the Contract”)

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

AND WHEREAS we have agreed to give the Service Provider a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of Kenya Shillings.....

[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Service Provider 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 \_\_\_\_\_ 2018

Signature and seal of the Guarantors \_\_\_\_\_

[Name of bank of financial institution]

[Address]

[Date]

**F UNDERWRITER’S AUTHORIZATION FORM**

We..... Insurance Co. Ltd (hereinafter referred to as the underwriter) hereby authorize ..... Insurance Brokers to tender on our behalf in respect to Tender No..... for Medical Insurance Cover

Signed:

**G 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.

H FORM SD1

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

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

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

..... (insert name of the Company) who is a Bidder in respect of **Tender No.** ..... for .....(insert tender title/description) for .....( insert name of the Procuring entity) and duly authorized and competent to make this statement.

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

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

.....

(Title)

(Signature)

(Date)

Bidder Official Stamp

I FORM SD2

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of Tender No. .... for .....(insert tender title/description) for .....( insert name of the Procuring entity) and duly authorized and competent to make this statement.

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

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

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

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

.....

(Title)

(Signature)

(Date)

Bidder's Official Stamp