



# **COAST DEVELOPMENT AUTHORITY**

**Tender No: CDAT 5/2017-2018**

**PROVISION OF GROUP LIFE ASSURANCE (GLA) AND WORK INJURY BENEFIT  
ACT COVER (WIBA) PLUS SERVICES**

**TENDER DOCUMENT**

**JUNE 2017**

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## **SECTION B**

### **INVITATION TO TENDER**

Coast Development Authority (CDA) invites bids from Underwriters and Brokers as the only eligible candidates for the **Provision of Group Life Assurance (GLA) and Work Injury Benefit Act Cover (WIBA) Plus Services** as detailed in the Tender Documents. This is a national open tender.

Interested eligible candidates may obtain complete set of the tender document from the office of the Ag. Manager Procurement & Supplies, Coast Development Authority, situated along Mama Ngina Drive, Mombasa during working hours. The document can be downloaded a soft copy from CDA website [www.cda.go.ke](http://www.cda.go.ke) for free.

The tender documents in plain sealed envelope clearly marked on the envelop **Provision of General Life Assurance(GLA) and Work Injury Benefit Act Cover (WIBA) Plus Services** Tender, Tender Number CDA T5/ 2017-2019 should be addressed to:

**The Managing Director**  
**Coast Development Authority**  
**P.O. Box 1322-80100**  
**Tel: 0208009196**  
**MOMBASA-**  
**KENYA**

and be deposited in the tender box situated at the ground floor, CDA's offices so as to be received on or before **11<sup>th</sup> July,2017 at 10.00 A.M.**

The submitted tender must be accompanied by a bid security of Kes.150, 000.00 in the form and amount specified in the tender documents, and shall be delivered on or before **11<sup>th</sup> July, 2017 at 10.00 A.M**

The tender will be closed on **11<sup>th</sup> July, 2017 at 10.00 A.M** and will be opened immediately in the presence of the candidates' representatives who choose to attend at CDA main Board Room.

## **Section C. General Information**

### **Introduction**

#### **1. Eligible Tenderers**

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall provide the Services for the stipulated duration from the date of commencement specified in the tender documents.
- 1.2 Tenderers shall provide the qualification information statement that the tenderer 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 CDA to provide consulting services for the preparation documents to be used for the procurement of the services under this Invitation for tenders.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

#### **2. Cost of Tendering**

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and CDA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **The Tender Document**

#### **4. Clarification of Documents**

- 4.1 A prospective tenderer requiring any clarification of the tender document may notify CDA in writing, e-mail or by fax at the entity's address indicated in the Invitation for tenders. CDA will respond 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 tenders, prescribed by CDA. Written copies of the 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 document.

#### **5 . Amendment of Documents**

- 5.1 At any time prior to the deadline for submission of tenders, CDA, 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 amendment.
- 5.2 All prospective candidates who have received the tender documents will be notified of the amendment in writing or by fax and such amendment will be binding on them.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, CDA, at its discretion, may extend the deadline

for the submission of tenders.

## **Preparation of Tenders**

### **6. Language of Tender**

6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and CDA, shall be written in English language, provided that 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.

### **8. Tender Form**

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

### **9. Tender Prices**

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

9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties, VAT, other taxes and any other charges payable where applicable:

9.3 Prices quoted by the tenderer shall be fixed during the Term of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 20.

### **10. Tender Currencies**

10.1 Prices shall be quoted in the Kenya shillings.

### **11. Tenderers Eligibility and Qualifications.**

11.1 Pursuant to paragraph 1 of section C, 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.

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

### **12. Tender Security**

12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount of 2% from,

1. Reputable Bank ,
2. Insurance Company
3. Letter of Credit
4. Deposit taking Microfinance or Women Enterprise Fund or Youth Enterprise

Fund.

- 12.2 The tender security is required to protect CDA against the risk of Tenderer's conduct which would warrant the GLA and WIBA plus Services forfeiture, pursuant to paragraph 12.7
- 12.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, in the form provided in the tender documents or another form acceptable to CDA and valid for thirty (30) days beyond the validity of the tender.
- 12.4 Any tender not secured in accordance with paragraph 12.1 and 12.3 will be rejected by CDA as non-responsive, pursuant to paragraph 20.
- 12.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but, not later than thirty (30) days after the expiration of the period of tender validity prescribed by CDA.
- 12.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 28, and furnishing the performance Medical Insurance Cover pursuant to paragraph 29.
- 12.7 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by CDA 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 28 **or**
    - (ii) to furnish performance bond in accordance with paragraph 29.

### **13. Validity of Tenders**

- 13.1 Tenders shall remain valid for **120** days or as specified in the tender documents after date of tender opening prescribed by CDA, pursuant to paragraph 16. A tender valid for a shorter period shall be rejected by CDA as non-responsive.
- 13.2 In exceptional circumstances, CDA 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 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.

### **14 .Format and Signing of Tender**

- 14.1 The tenderer shall prepare two (2) copies of the tender, clearly marking each

“ORIGINAL TENDER” and the other “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern. Also separate **Financials and Technical proposals** in two different sealed envelopes clearly marking “**FINANCIAL PROPOSAL**” and **TECHNICAL PROPOSAL** and the tender number in the envelope.

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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

14.3 The tender shall have no interlineation, 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.

### **Submission of Tenders**

#### **15. Sealing and Marking of Tenders**

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. **Separate Financials and Technical bids.**

15.2 The inner and outer envelopes shall :

(a) be addressed to CDA at the following address:

**The Managing Director**

**Coast Development Authority**

**P.O. Box 1322-80100**

**MOMBASA-KENYA**

and dropped in the tender Box located at the reception office

(b) Bear “**PROVISION OF GROUP LIFE ASSURANCE (GLA) & WIBA PLUS SERVICES.**

**TENDER NUMBER CDAT 5/2016/2017”** the Invitation for tenders (IFT) and the words: “**DO NOT OPEN BEFORE,**” **11<sup>th</sup> July, 2017 at 10.00 A.M.**

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”.

15.4 If the outer envelope is not sealed and marked as required by paragraph 15.2, CDA will assume no responsibility for the tender’s misplacement or premature opening.

## **16. Deadline for Submission of Tenders**

16.1 Tenders must be received by CDA at the address specified under paragraph 15.2 not later than **11<sup>th</sup> July, 2017 at 10.00 A.M.**

16.2 CDA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of CDA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

## **17. Modification and Withdrawal of Tenders**

17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring prior to the deadline prescribed for submission of tenders.

17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 15. 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.

17.3 No tender may be modified after the deadline for submission of tenders.

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 12.7

## **Opening of Tenders**

### **18. Opening of Tenders**

18.1 CDA will open all tenders in the presence of tenderers' representatives who choose to attend, on **11<sup>th</sup> July, 2017 at 10.00 A.M** in the CDA Main Boardroom.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

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 CDA, at its discretion, may consider appropriate, will be announced at the opening.

18.3 CDA will prepare minutes of the tender opening.



## **19. Clarification of Tenders**

- 19.1 To assist in the examination, evaluation and comparison of tenders CDA may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 19.2 Any effort by the tenderer to influence the CDA in its' tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **20. Preliminary Examination**

- 20.1 CDA 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.
- 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.
- 20.3 CDA may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 20.4 Prior to the detailed evaluation, pursuant to paragraph 21, CDA 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. CDA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 20.5 If a tender is not substantially responsive, it will be rejected by CDA and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **21. Evaluation and Comparison of Tenders**

- 21.1 CDA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 20
- 21.2 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.
- 21.3 CDA's procurement of Insurance Services tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 21.4 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;

21.4. Pursuant to paragraph 21.3 the following Insurance Services methods will be applied:

- (a) *Operational Plan.*

CDA 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 CDA's required 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. CDA may consider the alternative payment schedule offered by the selected tenderer.

## **Award of Contract**

### **23. Post-qualification**

23.1 In the absence of pre-qualification, CDA 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.

23.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 11.3, as well as such other information as CDA deems necessary and appropriate.

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

## **25. CDA's Right to Vary quantities**

25.1 CDA reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

## **26. CDA's Right to Accept or Reject Any or All Tenders**

26.1 CDA 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 CDA's action.

## **27. Notification of Award**

27.1 Prior to the expiration of the period of tender validity, CDA will notify the successful tenderers in writing that its tender has been accepted.

27.2 The notification of award will constitute the formation of the Contract.

27.3 Upon the successful Tenderer's furnishing of the performance bond pursuant to paragraph 29, CDA will promptly notify each unsuccessful Tenderer and will discharge its tender for Medical Insurance Services, pursuant to paragraph 12.

## **28. Signing of Contract**

28.1 At the same time as CDA notifies the successful tenderer that its tender has been accepted, CDA will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

28.2 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to CDA.

## **29. Performance Bond**

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

29.2 Failure of the successful tenderer to comply with the requirement of paragraph 28 or paragraph 29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event CDA may make the award to the next best evaluated Candidate or call for new tenders.

## **30. Corrupt Fraudulent Practices**

30.1 CDA requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, CDA:-

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement

process or in contract execution; and

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of CDA, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive CDA of the benefits of free and open competition;
- (b) 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;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

## **Section D-General Conditions of Contract**

### **1. Definitions**

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between CDA and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) “The services” means services to be provided by the tenderer to CDA under the Contract.
- (d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- (e) “The tenderer” means the individual or firm providing the services under this Contract.

### **2.Application**

2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of services.

### **3.Standards**

3.1 The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **4.Use of Contract Documents and Information**

4.1 The Candidate shall not, without CDA’s prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of CDA in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

4.2 The tenderer shall not, without CDA’s prior written consent, make use of any document or information enumerated in paragraph 4.1 above.

4.3 Any document, other than the Contract itself, enumerated in paragraph 4.1 shall remain the property of CDA and shall be returned (all copies) to CDA on completion of the Tenderer’s performance under the Contract if so required by CDA.

### **5.Patent Rights**

5.1 The tenderer shall indemnify CDA against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services or any part

thereof in the Procuring entity's country.

#### **6. Performance Bond**

- 6.1 Within Thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to CDA the performance Bond in the amount specified in Special Conditions of Contract.
- 6.2 The proceeds of the performance Bond shall be payable to CDA as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 6.3 The performance bond for Insurance Services shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to CDA and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to CDA, in the form provided in the tender documents.
- 6.4 The performance bond for Insurance Services will be discharged by CDA and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

#### **7. Inspection and Tests**

- 7.1 CDA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. CDA shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 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 CDA.
- 7.3 Should any inspected or tested services fail to conform to the Specifications, CDA 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 CDA.
- 7.5 Nothing in paragraph 7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

#### **8. Payment**

- 8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.
- 8.2 Payments shall be made promptly by CDA as specified in the contract.

#### **9. Prices**

- 9.1 Prices charged by the tenderer for Services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

## **10. Assignment**

10.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with CDA's prior written consent.

## **11. Subcontracts**

11.1 The tenderer shall notify CDA in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

## **12. Force Majeure**

12.1 The tenderer shall not be liable for forfeiture of its performance bond for Insurance Services, 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.

## Section E. Special Conditions of Contract

### 1. DEFINITIONS

1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

**“Schedule of Rates”** means the priced Schedule of Rates forming part of the tender [where applicable].

**“The Completion Date”** means the date of completion of the Services as certified by the Employer’s Representative.

**“The Contractor”** refers to the person or corporate body that’s tender to carry out the Services has been accepted by the Employer.

**“The Contractor’s Tender”** is the completed tendering document submitted by the Contractor to the Employer.

**“Days”** are calendar days; **“Months”** are calendar months.

**“Employer”** Institute of Certified Public Accountants of Kenya

**“Equipment”** is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Services.

**“Site”** means the place or places where the Services are to be carried out.

**“Employer’s Representative”** is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Services.

**“Specification”** means the Specification of the Services included in the Contract.

**“Agreement”** means this Agreement made between CDA and the Insurance Company including the First and second schedules and to other document forming the Agreement;

**“Effective Date”** means the date that the services shall commence as stipulated in the Agreement.

**“CDA”** means Institute of Certified Public Accountants of Kenya;

**“Party”** means either CDA or Insurance Company

**“Both Parties”** means CDA and the Insurance Company;

**“Rates”** means the costs and charges of the services the Insurance Company shall provide to CDA; as provided for in the Second Schedule of this Agreement;



**“Insurance Company”** means the company or firm who’s Tender to carry out the Insurance Services has been accepted by the Employer;

**“Services”** means the Insurance Services that will be provided to CDA by the Insurance Company pursuant to this Agreement and includes any additional or incidental services that may be requested by CDA from time to time;

**“Duties”** means providing, performing, actioning, executing, engaging and or obliging to a moral legal duty to provide services by the Insurance Company to CDA as provided for in the Agreement; or any other assignment directed in writing.

## **CONTRACT DOCUMENTS**

2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Agreement,
- (2) Letter of Award and Acceptance,
- (3) Contractor’s Tender,
- (4) Conditions of Contract,
- (5) Specifications,
- (6) Schedule of Rates

## **2. EMPLOYER’S REPRESENTATIVE’S DECISIONS**

2.1 Except where otherwise specifically stated, the Employer’s Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

## **3. INSTRUCTIONS**

3.1 The Contractor shall carry out all instructions of the Employer’s Representative which are in accordance with the Contract.

## **4. MANAGEMENT MEETINGS**

4.1 A Contract management meeting shall be held regularly and must be attended by the Employer’s Representative and the Contractor. Its business shall be to review the performance of the Work. The Employer’s Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer.

The responsibility of the parties for actions to be taken shall be decided by the Employer’s Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting. However, emergency meetings can be called upon at short notices.

4.2 Official communication between parties shall be effective verbally and must be firmed up in writing.

## **6. TERMINATION**

This Agreement shall unless extended by both parties terminate at the end of two (2) Months from the date hereof HOWEVER either party may terminate the Agreement by giving to the other party Thirty (30) days notice in writing or payment of the entire outstanding amount.

CDA may without prejudice to any other remedy accruing to it for breach of contract terminate this Agreement in writing in whole or in part if:-

- i) The Insurance Company frequently fails to provide services of high standards in the performance of this Agreement and
- ii) The Insurance Company fails to perform any other obligation under this Agreement.

On termination of this Agreement howsoever terminated the Insurance Company shall be permitted to remove all its equipment, instruments which may have been placed by the Insurance Company upon the Premises.

## **7. FORCE MAJEURE**

Both parties shall be released from their respective obligations in the event of the occurrence of a condition beyond the control of CDA or the Insurance Company not involving the parties' fault or negligence and foreseeable such as national emergency, war, prohibitive governmental regulation or from any other cause PROVIDED THAT any contractual rights and obligations accruing to the parties prior to the occurrence of any or all of the aforesaid events shall be enforceable.

If any or all of the aforesaid events shall occur either party shall immediately and without undue delay notify the other in writing of such occurrence and unless otherwise directed in writing the parties shall continue to perform their obligations under the Agreement as far as reasonably practical and shall seek any other alternative means for performance thereof if circumstances shall permit

## **8. CONFIDENTIALITY**

The Insurance Company, its Insurance Officers, servants and agents shall not at any time during or after termination of this Agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of CDA.

## **9. ASSIGNMENT**

The Insurance Company shall not assign or sub-contract any of its rights or duties under this Agreement

This Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the date hereof but without prejudice to any rights that have already accrued to either of the parties.

#### **10. PROVISION AND STANDARD OF SERVICE**

The Insurance Company shall provide services of high standards in the performance of this Agreement and poor performance shall be grounds for summary termination of the Agreement without any notice at the sole discretion of CDA;

Delays by the Insurance Company in the performance of its obligations hereunder shall give rise to sanctions and imposition of liquidated damages by CDA

If at any time during the performance of this Agreement the Insurance Company encounters conditions affecting timely provision of services, the Insurance Company shall immediately and without any delay notify CDA in writing of the condition, its cause and duration and possible solution thereto and as soon as practicable CDA shall evaluate the condition and may, at its sole discretion, waive the Insurance Company's obligations without the risk of sanctions impositions of liquidated damages and or the summary termination of this Agreement without any notice.

#### **11. PERFORMANCE BOND**

The Insurance Company shall within Thirty (30) days from the date of executing this Agreement furnish CDA with a Performance Bond whose value shall be equivalent to Ten per cent (10%) of the Contract Value for the stated contract period.

The proceeds of the Performance bond shall be payable to CDA as compensation for any loss or damage resulting from failure by the Insurance Company to fulfil its obligations hereunder

The Performance Bond shall be in the form of an On-Demand-Bank-Guarantee issued by a reputable Bank carrying on business within Kenya and acceptable to CDA

The Performance Bond will be discharged by CDA and returned to the Insurance Company not later than thirty (30) days following the expiry of this Agreement or earlier termination

#### **12. INDUCEMENT/PAYMENT OF COMMISSION AND CORRUPT GIFTS**

12.1 The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in

relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.

- (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

### **13. NOTICE**

Any notice to be served on either of the parties by the other shall be sent by prepaid mail recorded delivery or registered post to the address of the relevant party or by facsimile transmission or by electronic mail and shall be deemed to have been received by the addressee within Three (3) days of posting or 24 hours if sent by facsimile transmission or by electronic mail.

### **14. DISPUTE RESOLUTION**

Both parties shall Endeavour to settle amicably any dispute or difference of any kind but should such difference or dispute persist then this shall be settled in accordance with the Arbitration Act 1999.

**APPENDIX TO CONDITIONS OF CONTRACT**

THE EMPLOYER IS

Name: Coast Development Authority

Address: P.O BOX 1322-80100 MOMBASA

Name of Employer's Representative Managing Director

The Service consist of Provision of Insurance Services

The Start Date shall be 1<sup>st</sup> July,2017

The Intended Completion Date for the whole of the Services shall be June 30<sup>th</sup> , 2018. Details **as per the contract** \_ . \_

The following documents also form part of the Contract: **See Special conditions of the contract Section E**

The services shall be rendered to the staff of Coast Development Authority

Amount of Tender Security is 2% of the tender sum

The name and Address of the Employer for the purposes of submission of tenders is

**Managing Director**  
**Coast Development Authority**  
**P.O. Box 1322-80100**  
**MOMBASA, KENYA**

The tender opening date and time is **at 10.00 am on 11<sup>th</sup> July,2017**

The amount of Performance Bond is **10%** of Contract Price from a reputable Bank approved by the Employer.

## **SECTION F. TECHNICAL SPECIFICATIONS**

### **CONTENTS**

1. Scope of Service.....
2. Special Area Instructions.....
3. Provision and Standard of Service.....
4. Assignment.....
5. Logistics .....
6. Insurance .....
7. Indemnity.....
8. Claims.....
9. Area to Tender for Insurance Services...
10. Contract Price.....

## 1. SPECIFIC CONDITIONS

The tenderer should provide:-

1. Profile of the company, including key Directors
2. Current Membership to regulatory body
3. Experience: in undertaking the same services to major clients
4. Certified copies of the Company's audited financial statements for 2014,2015 and 2016
5. Details of Bankers and a Letter of recommendation by your bankers
6. Three Referees and authority that the CDA may independently seek confidential information
7. Provide evidence of having handled at least 5 major clients in the last 3 years.
8. PIN certificate
9. Up to date tax compliance certificate
10. Current NHIF compliance certificate
11. Current NSSF compliance certificate

**NOTE:** (attach *Copies all the relevant documentary proof*)

## **THE PURPOSE OF GLA & WIBA COVER SERVICES AS FOLLOWS:**

The CDA intends to provide insurance services for its staff for a period of One (1) years starting.

### **PROVISION AND STANDARD OF INSURANCE SERVICES**

A high standard of Insurance services in the execution of work is expected. Poor performance and substandard quality of work will be grounds for termination of the agreement.

#### **2. ASSIGNMENTS**

- **No Assigning** or sub-contracting by the company of its rights of duties under this agreement without the express authority of CDA.
- **Performance Bond** – will be well spelt out in the tender document.
- **Governing Language** – English.
- **Applicable Law** - The Agreement shall be interpreted in accordance with the Laws of Kenya.

#### **3. LOGISTICS**

4.1 The Insurance Company shall make arrangements and be responsible at their own cost for the following:

- 4.1.1 General transport requirements for all its personnel to and from the premises and
- 4.1.2 It is the responsibility of the Insurance Company to provide accommodation and site offices for all personnel and operations (*where applicable*).

#### **4. INSURANCE**

5.1 The Insurance Company shall insure its Officers engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act neglect or default of CDA its servants or agents the Insurance Company will indemnify CDA against all actions claims and demands in respect of such injury.

#### **6.0 INDEMNITY**

The Insurance Company shall indemnify and keep indemnified CDA, its servants and agents against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the Insurance Company, its servants or agents whilst performing their duties under this Agreement and against the dishonesty of its Insurance Officers whilst performing their duties hereunder and THIS shall include any



loss damage injury or any consequential or indirect loss sustained by CDA, its servants or agents or third parties lawfully on the Premises by reason of any act or omission or neglect of the Insurance Company its servants or agents.

## **7.0 CLAIMS**

Notice of all claims by CDA in respect of any loss damage or injury or consequential or indirect loss shall be given in writing to the Company giving details of such loss, damage or injury of consequential or indirect loss within Fourteen (14) days after the discovery of such damage loss or injury.

## **8.0 CONTRACT PRICE**

- 8.1 In consideration of the services to be rendered by the Insurance Company under this Agreement CDA shall pay to the Insurance Company such fees and charges as specified in the Second Schedule of this Agreement.
- 8.2 CDA shall pay to the Insurance Company the Contract Price within Thirty (30) days upon receipt of **ORIGINAL** invoices confirming that the invoiced services have been rendered in accordance to the contract.
- 8.3.1 The said fees and rates shall be valid for the entire period of this Agreement and no variation thereto will be effected.

## 9.0 SCOPE OF THE TENDER FOR INSURANCE SERVICES

### A) Mandatory Requirements

#### MANDATORY REQUIREMENTS TO BE MET BY THE INSURANCE COMPANY

No	PRELIMINARY REQUIREMENTS
1	Bid security bond from a reputable bank of 2% of the tender sum
2	Must be registered with the Insurance Regulatory Authority for current year and a copy of the registration certificate submitted.
3	Must have done annual gross premiums in previous year of a minimum of Kshs.50 Million
4	Must have paid up capital of at least Kshs. 50 Million.
5	Must give a list of 5 (five) reputable clients and the total clients premiums for the previous year. References given by at least five (5) corporate clients.
6	Must submit a copy of the Company audited accounts for the previous three years i.e. Yr 2015, Yr 2014 and Yr 2013
7	Must have total number of management staff of at least 5 (No.)
8	Compliance Documents
a	<b>Valid Company Pin Certificate</b>
b	<b>Current Tax Compliance Certificate</b>
c	<b>Certificate of Registration/Incorporation</b>
9	Must be a member of the Association of Kenya Insurance (AKI)

### B) GROUP LIFE ASSURANCE (GLA)

	GROUP LIFE ASSURANCE (GLA)	SCORES OUT OF 70 (TECHNICAL EVALUATION)
	*Estimated Annual Basic salaries is Kshs. 93,701,580.00	
	<b>REQUIREMENTS</b>	
<b>1</b>	96 Months earning subject to the maximum amounts set out under the limits of Company liability	10
<b>2</b>	Burial Expense- Kshs.100,000 per Member	5
<b>3</b>	Critical Illness- 30% of sum assured	5
<b>4</b>	Disability Benefit- 100% of sum assured	5

5	Free Cover Limit-Minimum <b>10 Million</b>	15
6	Disclosure of all and exclusions	5
7	Provide a list of 5 (five) reputable clients who have received similar services from the underwriter/Brokers and the total clients premiums for the previous year. References given by at least five (5) corporate clients.	20
8	Turn around period for compensation under the cover not to exceed 30 days upon lodging the claim with the insurer	5
	<b>TOTAL SCORES (TECHNICAL EVALUATION)</b>	<b>70</b>
	<b>FINANCIALS</b>	<b>Formula to be applied is:</b> <u><b>Price Evaluation</b></u> $\frac{\{A \times 100 \times 30\}}{B}\%$
	<b>GRAND SCORE OUT OF</b>	<b>100</b>

***Only bidders who meet the pass mark of 60% in Technical Evaluation above will proceed to Financial Evaluation.***

**Price Evaluation**

$$\frac{\{A \times 100 \times 30\}}{B}\%$$

Where:

A= Lowest price

B= Price quoted by each bidder lowest to the highest

30= the value attached to the price evaluation

Please note that you will be required to produce Original certificate for ease of verification.

**NOTE :**

1. Any bidder not providing the required mandatory documents shall not be considered for technical evaluation
2. The Minimum Marks to be considered responsive in the technical stage (Technical Evaluation) is 60%.
3. Bidders who attain the cut off score may be invited to clarify issues deemed important
4. Required is Confidential Business Questionnaire filled and Signed

**CDA SPECIFICATIONS FOR GROUP PERSONAL ACCIDENT (GPA) & WORK INJURY BENEFIT ACT COVER (WIBA)**

**WIBA PLUS COVER**

**C) GROUP PERSONAL ACCIDENT (GPA) & WIBA PLUS COVER**

	<b>GROUP PERSONAL ACCIDENT AND WIBA PLUS COVER</b>  *Estimated Annual Basic salaries is Kshs. 93,701,580.00	<b>SCORES: 70 MARKS (TECHNICAL EVALUATION)</b>
	<b>Requirements</b>	
<b>1</b>	96 Months earning subject to the maximum amounts set out under the limits of Company liability	10
<b>2</b>	Permanent Total disability – Percentages as set out in the First schedule of Work Injury Benefits Act, 2007 subject to maximum amounts set out under the limits of Company’s liability	5
<b>3</b>	Temporary Disability/Partial Disablement – As per work Injury Benefits Act 2007, twelve (12) months earnings, subject to the maximum amounts set out under the limits of Company’s liability.	10
<b>4</b>	Medical expense arising out of accident – Underwriter to give limits based on premiums	5
<b>5</b>	Disclosure of all exclusions	5
<b>6</b>	Turn around period for compensation under the cover not to exceed 30 days upon lodging the claim with the insurer	5
<b>7</b>	Funeral Expenses – Kshs. 40,000/= per deceased employee	5
<b>8</b>	Provide a list of 5 (five) reputable clients who have received similar services from the underwriter/Brokers and the total clients premiums for the previous year. References given by at least five (5) corporate clients.	10
	<b>LIMITS OF COMPANY’S LIABILITY</b>	
<b>1</b>	Any one person – Kshs. 10,000,000/= (Kshs. Ten million only)	5
<b>2</b>	Any one event – Kshs. 25,000,000 ( Kshs. Twenty five million only)	5
<b>3</b>	Any one period of Insurance – Kshs. 50,000,000/= (Kshs. Fifty Million only)	5
	<b>TOTAL SCORES (TECHNICAL EVALUATION)</b>	
	<b>FINANCIALS</b>	<b>Formula to be applied is:</b> <b><u>Price Evaluation</u></b>  $\{A \times 100 \times 30\} \% B$

	<b>GRAND SCORE OUT OF</b>	<b>100</b>

***Only bidders who meet the pass mark of 60% in Technical Evaluation above will proceed to Financial Evaluation.***

**Price Evaluation**

$$\left\{ \frac{A \times 100 \times 30}{B} \right\} \%$$

Where:

A= Lowest price, B= Price quoted by each bidder lowest to the highest, 30= the value attached to the price evaluation

**NOTE:**

- 1. Any bidder not providing the required mandatory documents shall not be considered for technical evaluation**
- 2. The Minimum Marks to be considered responsive in the technical stage (Technical Evaluation) is 60%.**
- 3. Bidders who attain the cut off score may be invited to clarify issues deemed important**
- 4. Required is confidential Business Questionnaire signed and filled**

**SECTION H**

**STANDARD FORMS AND PRICE SCHEDULE**

**CONTENTS**

<b>1.</b>	<b>Tender Form .....</b>
<b>2.</b>	<b>Tender Security Form.....</b>
<b>3.</b>	<b>Contract Form .....</b>
<b>4.</b>	<b>Performance Bank Guarantee.....</b>
<b>5.</b>	<b>Qualification Information.....</b>
<b>6.</b>	<b>Tender Questionnaire .....</b>
<b>7.</b>	<b>Confidential Business Questionnaire .....</b>
<b>8.</b>	<b>Bid Price Form.....</b>

**G. TENDER FORM**

To: The Managing Director  
Coast Development Authority  
P.O Box 1322-80100,  
**MOMBASA. Kenya.**

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. \_\_\_\_\_, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **GPA & WIBA Insurance Services** in conformity with the said bidding documents for the sum of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_VAT Inclusive

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

We undertake, if our Tender is accepted, to deliver the services in accordance with the schedule specified in the Schedule of Assignment.

If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Employer.

We agree to abide by this Tender for a period of **120** days from the date fixed for Tender opening under Section B 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.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

**Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[in the capacity of]

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

**H. TENDER SECURITY FORM**  
*(To be on the Letterhead of the Bank)*

Whereas \_\_\_\_\_ (hereinafter called “the Tenderer”) has submitted its tender date \_\_\_\_\_ for the provision of \_\_\_\_\_ (hereinafter called “the Tender”).

KNOW ALL PEOPLE by these present that WE \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called “the Bank”), are bound unto \_\_\_\_\_ (hereinafter called “the Employer”) in the sum for which payment well and truly to be made to the said Employer, the Bank binds itself , its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender Form; or
2. If the Tenderer, having been notified of the acceptance of its Tender by the Employer 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 Bond, in accordance with the Instructions to Tenderers;

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

This 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 date.

\_\_\_\_\_  
*(Signature of the Bank)*



## I. CONTRACT FORM

This Contract is made on ..... 2017 BETWEEN *COAST DEVELOPMENT AUTHORITY, P.O BOX 1322-80100 MOMBASA* hereafter referred to as “the Employer” ( which expression shall where the context so admits include its assigns agents and successors in title ) on one part AND ..... of P.O BOX ....., hereinafter referred to as “the contractor” ( which expression shall where the context so admits include , its assigns, agents and successor in title ) of the other part.

WHEREAS “the Employer” is registered in the Republic of Kenya.

WHEREAS “the owner “invited tenders for the provision of Insurance Services and has accepted a tender by the contractor for the provision of the said services in the sum of Kenya Shillings ..... (Hereinafter referred to as the contract price)

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The Tender Form and the Price Schedule submitted by the Tenderer
  - (b) The Schedule of Requirements;
  - (c) The General Conditions of Contract;
  - (d) The Special Conditions of Contract
  - (e) The owner’s Notification of Award
  - (f) Contractors letter of Acceptance.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Employer hereby covenants to pay the Contractor 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

for the Owner in the presence of:

)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

**WITNESS**

Sign of the Contractor in the presence of:

)  
)  
)  
)  
)  
)  
)  
)  
)  
)

**WITNESS**

**J. PERFORMANCE BANK GUARANTEE**  
*(To be on the Letterhead of the Bank)*

To: Coast Development Authority  
P.O Box 1322-80100,  
**MOMBASA. Kenya.**

WHEREAS \_\_\_\_\_ *[name of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ 2017 to provide property Medical Insurance Services \_\_\_\_\_ (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as 10% of sum quoted for the Medical Insurance Services Fee for compliance with the Contractor’s performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total \_\_\_\_\_ *(words)* \_\_\_\_\_ *(figures)*, and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ 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 \_\_\_\_\_ 2017

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

**K. QUALIFICATION INFORMATION**

**1. Individual Tenderers or Individual Members of Joint Ventures**

1.1 Constitution or legal status of tenderer (attach copies of the follow up Certificates);

Registration of Business Name Certificate .....

VAT Certificate .....

PIN Certificate .....

1.3 Services rendered of a similar nature and volume over the last three years. Also list details of work under way or committed, including expected completion date. Attach reference letter of previous contracts.

Name of client and contact person	Type of work performed and year of completion	Value of Contract

1.4 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Years of experience (general)	Years if experience in proposed position
Chairman			
Director			
Operations Manager			
(etc)			

1.6 Certified audited Company's Financial statement for the last three years: *(Attach a copy).*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1.7 Name, address and telephone, e-mail and facsimile numbers of banks that may provide reference if contacted by the Employer.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1.8 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1.9 Proposed program (work method and schedule) for the whole of the services

**L. TENDER QUESTIONNAIRE**

*Please fill in block letters.*

- 1. Full names of tenderer;  
.....
- 2. Full Physical address of tenderer to which tender correspondence is to be sent  
.....  
.....
- 3. Telephone number (s) of tenderer;  
.....
- 4. Facsimile,.....
- 5. E-mail address.....
- 6. Contact Person.....
- 7. Tenderer’s representative to be contacted on matters of the tender during the tender period;  
Name.....  
Telephone Number.....  
Email Address.....
- 8. Details of tenderer’s nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone);  
.....

\_\_\_\_\_  
Signature of Tenderer

*Rubber stamp of company*

Make copy and deliver to:\_\_\_\_\_ *(Name of Employer)*

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part I and either Part 2 (a), 2 (b) or 2 (c) whichever applies to your type of business. It is a serious offence to give false information on this form

<p><i>Part I- General :</i></p> <p>Business Name</p> <p>.....</p> <p>Location of business premises.....</p> <p>Plot No. ....</p> <p>Street/Road.....</p> <p>Postal Address.....Tel. No.....</p> <p>Nature of business.....</p> <p>Current Trade Licence No.....Expiring date.....</p> <p>Maximum value of business which you can handle at any one time : K£.....</p> <p>Name of your bankers.....Branch.....</p> <p>.....</p>	
<input type="checkbox"/>  <input type="checkbox"/>	<p style="text-align: center;"><b><i>Part 2 (a) – Sole Proprietor</i></b></p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of origin.....</p> <p>*Citizenship details.....</p>

***Part 2 (b) Partnership***

Given details of partners as follows:

*Name*

*Nationality*

*Citizenship Details*

*Shares*



1. ....

2. ....

3. ....

4. ....



	<i>Part 2 ( c) – Registered Company:</i>								
	Private or Public.....								
	State the nominal and issued capital of company-								
	Nominal K£.....								
	Issued K£.....								
	Given details of all directors as follows:-								
	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;"></td> <td style="width: 30%; text-align: center;"><i>Name</i></td> <td style="width: 20%; text-align: center;"><i>Nationality</i></td> <td style="width: 20%; text-align: center;"><i>Citizenship Details</i></td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;"><i>Shares</i></td> <td></td> </tr> </table>		<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>			<i>Shares</i>	
	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>						
		<i>Shares</i>							
	1. ....								
	2. ....								
	3. ....								
	4. ....								
	5. ....								

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

*\*if Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.*

**BID FORM FOR INSURANCE SERVICES**

	<b>TENDER PRICE IN ACTUAL AMOUNT</b>			
<b>SERVICE DESCRIPTION</b>	<b>FEES (Kshs.)</b>	<b>Other Charges</b>	<b>VAT (Kshs.)</b>	<b>TOTAL Bid Price (Kshs.)</b>

**Name of Company:**

**Postal Address:**

**Contact Person:**

**Tel:**

**Mobile:** .....

**Designation:**

**Signature:**

**Date:** .....

**Official Rubber Stamp**



