



"Maji Safi Maisha Bora"

"Quality Water Healthy Livelihood"

**KAKAMEGA COUNTY WATER AND SANITATION COMPANY
LIMITED**

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KAKAMEGA

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**TENDER DOCUMENT FOR PROVISION OF WORK INJURY
BENEFITS ACT (WIBA), GROUP PERSONAL ACCIDENT (GPA)
AND GROUP LIFE ASSURANCE (GLA) INSURANCE SERVICES**

TENDER NO:- KACWASCO/WIBA/1/2021-2022

CLOSING DATE

FRIDAY 6TH AUGUST 2021 AT 10:00 AM

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SECTION I - INVITATION FOR TENDERS

DATE: - 23RD JULY 2021

TENDER REF. NO: KACWASCO/WIBA/1/2021-2022

TENDER NAME: PROVISION OF WORK INJURY BENEFITS ACT (WIBA), GROUP PERSONAL ACCIDENT (GPA) & GROUP LIFE ASSURANCE (GLA) INSURANCE SERVICES

- 1.1 **Kakamega County Water and Sanitation Company** invites sealed tenders from eligible candidates for Provision of WIBA, GPA, GLA Insurance Services for a contract period of two (2) years.(One year subject to renewal for a further term of one year subject to satisfactory performance)
- 1.2 Detailed tender documents may be verified from Procurement Office in Kakamega off Kakamega Kisumu road during normal working hours OR downloaded FREE of charge from the Company website www.kakamegawater.co.ke.
- 1.3 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.4 Duly completed bid documents in plain sealed envelopes, clearly marked with category number and category name bearing no other mark, name or indication of the applicant shall be sent to; **The Chief Executive Officer, Kakamega County Water and Sanitation Company, P.O Box 1189-50100, KAKAMEGA. Tel- 205630355.**
Or, dropped in the Tender Box outside the Procurement Office at the Headquarters in Kakamega off Kakamega Kisumu road and not any other place so as to reach KACWASCO not later than 10:00 am on **Friday 6th August 2021**. Opening of the bid documents will be done immediately thereafter in the presence of applicants or their representatives who choose to attend
- 1.5 All pages including any attachments should be paginated.
- 1.6 Any additional information, addendums or clarifications in respect to this tender will be available on KACWASCO website www.kakamegawater.co.ke .All bidders are advised to regularly check the website during the bidding period
- 1.7 All Tenders must be accompanied by a Tender Security of **2% of the total sum of tender/-** in form of a banker's cheque, a bank guarantee/bankers cheque from a reputable bank or an insurance bond issued by an insurance firm approved by the PPRA located in Kenya
- 1.8 Late tenders, incomplete tenders, tenders not received, tenders not opened at the tender opening ceremony shall not be accepted for evaluation irrespective of the circumstances

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 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 the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

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

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below of these instructions to tenderers.
 - (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of Insurance Covers
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Contract Form
 - (ix) Confidential Business Questionnaire Form
 - (x) Tender security Form
 - (xi) Performance security Form
 - (xii) Insurance Company's Authorization Form

- (xiii) Declaration Form
- (xiv) Request for Review Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring 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 not later than seven (7) days prior to the deadline for the submission of the 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 candidates 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.

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

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the 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 and addendum.

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

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

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the 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

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

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

2.8. Form of Tender

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

2.9. Tender Prices

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

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

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

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

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

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the 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 Appendix to Instructions to Tenderers.

2.12.2 The tender security shall not exceed 2 per cent of the tender price.

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

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

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

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

2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 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 granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

- 2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the 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.
- 2.14.4 All pages including any attachments should be numbered.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender.
 - (b) The envelope should bear tender number and name of the invitation to tender and the words, "DO NOT OPEN BEFORE Friday **6th August 2021 at 10:00 am.**
- 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**

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than Friday **6th August 2021 at 10:00 am.**

2.16.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 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.

2.16.2 Bulky tenders which will not fit 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 tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. **Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend on Friday **6th August 2021 at 10:00 am** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other

details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to 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 of the tender 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.

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 sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the 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 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 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 2.22.3.

(a) Operational plan proposed in the tender;

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

2.22.3 Pursuant to paragraph 2.22.2. The following evaluation methods will be applied.

(a) Operational Plan

(i) The 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

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

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

2.23. Contacting the 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 Post-qualification

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and not necessarily the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

- (a) Necessary qualifications in regard to the services to be provided, 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.

- (e) Shall meet all the mandatory provisions of the evaluation criteria

2.26. Procuring entity's Right to accept or Reject any or all Tenders

- 2.26.1 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 tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.26.2 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.
- 2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

- 2.28.1 At the same time as the 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.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 The 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.

2.30.2 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

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

Appendix to Instructions to Tenderers

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1: Eligible Tenderers	<i>Open tender to firms providing the required Insurance services</i>
2.12. Tender Security	2% of total tender sum
2.14:Format and Signing of Tenders	2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern 2.14.4 All pages including any attachments should be numbered
2.15: Sealing and Marking of Tenders	2.15.2 (b) The envelope should bear tender number and name of the invitation to tender and the words, “DO NOT OPEN BEFORE Friday 6th August 2021 at 10:00 am.
2.16.:Deadline for Submission of Tenders	Friday 6th August 2021 at 10:00 am.
2.18: Opening of Tenders	Friday 6th August 2021 at 10:00 am at the company’s headquarters boardroom.
2.22 Evaluation and comparison of tenders	This are the conditions that should be met by the bidders: 1. Must be registered with Insurance Regulatory Authority for the current year and copy of the license to be availed 2. Must provide a list of any five reputable clients and total clients premiums for the previous year. Certified Copies of Client referral letters for the five clients provided must be availed indicating start and finish periods of the respective (three) covers 3. Must provide copies of the following: PIN Certificate, current Tax Compliance Certificate, Certificate of Registration / Incorporation and form CR12 for the firm. 4. Must have done annual gross premiums in previous three years of at least Kshs.100 Million (Attach Evidence) 5. Must have paid up capital of at least Kshs. 200Million (Attach Evidence) 6. For Insurance Companies: Must be registered and a Current member of the Association of Kenya Insurance (AKI) (Attach certified copy of Membership Certificate) For Insurance Brokers: Must be registered and a current member of the Association of Insurance Brokers) (Attach certified copy of Membership Certificate) Note: Insurance Brokers must disclose details of the underwriter as premiums will be remitted directly to the underwriter by KACWASCO. 7. Must provide Current business license/permit (attach Copy)

	<p>8. Provide evidence of reinsurance arrangement</p> <p>9. Physical location of Business premises- Duly Filled Business Questionnaire</p> <p>10. Must submit a Tender security of 2% of the tender sum in the acceptable format</p> <p>11. Must submit a duly filled form of tender</p> <p>12. Must submit sample policy document for each of the products clearly providing for the exclusions if any.</p> <p>13. Proven Experience of the firm in services of similar magnitude (attach evidence)</p> <p>15. The quote should clearly indicate the limits of all products including death benefit, occupational illness and medical expenses among others.</p> <p>17. Certified Audited Financial statements for the last 3years.</p> <p>18. Value of the business the firm has handled at once (Attach evidence)</p> <p>19. provide Company/Business Profile: Disclosure of directors/ Partners/ Sole proprietor</p> <p>20. Provide company structure indicating clearly the rank and qualifications of key personnel to be handling the assignment</p> <p>21. Financial ratios: Solvency ratio for year 2020</p> <p>22. Liquidity ratios:</p> <p>23. provide evidence of provision of member education</p> <p>24. The bidder must elaborate as to how they will administer the scheme. The bidder should appoint a contact person/agent (at its own cost) who will liaise with KACWASCO staff on a continuous basis relating to the daily operations of the cover.</p> <p>25. The bidder will be required to indicate all the documents required to settle the claim.</p> <p>26. The bidder will be required to give time limit for settling fully documented WIBA GPA and Group life assurance claims including paying off of funeral expenses.</p> <p>27. pages and any attachments should be paginated</p>
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Note: The procuring entity is at liberty to choose the most suitable option of the benefits provided under each cover in consideration of the budget and affordability.

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

- (a) “The Contract” means the agreement entered into between the 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 tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan,

drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

- 3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

- 3.5.1 The Contractor 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

- 3.6.1 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 SCC

- 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 Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

3.8. Payment

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

3.9. Prices

3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

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

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

3.10. Assignment

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

3.11. Termination for Default

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

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

3.11.2 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 un-delivered and the Contractor shall be liable to the

Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 The Procuring entity may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the 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 entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.14 Resolution of Disputes

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

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

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

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

SPECIAL CONDITIONS OF CONTRACT

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	5% of the total contract price
3.7 Delivery of Services	Provision of WIBA, GPA & GLA Insurance Services
3.8 Payment	KACWASCO may negotiate mutually acceptable payment terms with the successful tenderer after terms and conditions of service are met. Payment will be made in instalments as will be mutually agreed. For Insurance brokers, payment of premiums will be made directly to the underwriter.
3.18 Notices	The Chief Executive Officer Kakamega County Water and Sanitation Company Limited P.o. Box 1189-50100 Kakamega
Policy Documents	The tenderer shall, upon signing the Contract, provide the Client with the policy Documents in respect of the WIBA, GPA & GLA covers within thirty (30) days. The provisions of the policy should not deviate from the provisions provided in the sample policy document
Contract Period	One (1) year from the date of signing the contract by the successful bidder subject to renewal upon satisfactory performance.
Credit period	At least 30 days upon submission of invoice

SECTION IV - SCHEDULE OF REQUIREMENTS

Kakamega County Water and Sanitation Company (KACWASCO) is a Company charged with the mandate of Water Service Provision.

As part of the WIBA Act, 2007 and requirements of employment regulations to provide/cover for loss to the company arising due to injuries to the employees in the course of duty, and in an effort to provide an affordable decent sendoff of the employees or the members listed arising in the event of natural death or death following illness, Kakamega County Water and Sanitation Company intends to procure the three covers aforementioned in this tender.

OBJECTIVE OF THE TERMS OF REFERENCE

KACWASCO wishes to contract the services of an Insurance Company that will undertake the assignment covered under the scope of this TOR document for 173 staff members.

CONDITIONS TO BE MET BY INSURANCE COMPANY

Refer to Note 2.22 of the table /Appendix of the instructions to Tenderers. Page 16 & 17

SECTION V – DESCRIPTION OF SERVICES

Work Injury Benefit Act (WIBA) & Group Personal Accident (GPA)

This will only cover 173 employees of the company.

KACWASCO expects an enhanced 24 hours cover with the following benefits at minimum (bidders can include additional benefits)

- i. Death – 8 years' salary
- ii. Permanent Total disability – 8 years' salary
- iii. Temporary Total disability – Actual weekly earnings up to 104 weeks
- iv. Medical expenses –Above Ksh. 100,000
- v. Funeral expenses- Above Ksh. 100,000
- vi. Occupational illness
- vii. Exposure clause
- viii. Artificial Appliances Ksh. 50,000
- ix. Political Violence and Terrorism coverage
- x. Jurisdiction clause
- xi. Hijack clause
- xii. Repatriation clause
- xiii. Disappearance clause
- xiv. Airfares for treatment clause

GROUP LIFE ASSURANCE (GLA)

KACWASCO expects an enhanced cover for 8 Board members and 173 employees during their tenure of service in the company.

Summary of Cover and Benefits to be Included

- i. **Death Benefit:** Provides for the payment of the benefit on death of the assured due to illness, accidental and natural causes. Tabulate separate premiums payable if the level of the benefit is subject to 3/4/5 years' annual salary, separately.
For Board members tabulate separate premiums payable if the level of benefit is ksh 1,000,000, 2,000,000 or 3,000,000.
- ii. **Occupational Death Benefits-** to cover occupational related deaths. Tabulate separately if the assured is to be compensated up to 3/4/5 years' Annual Salary within risks that arise from this cover.
For Board members tabulate separate premiums payable if the level of benefit is ksh 1,000,000, 2,000,000 or 3,000,000.
- iii. **Occupational Permanent & Total Disability (PTD):** Provides for the payment of the benefit if the assured is totally and permanently disabled due to occupational causes. Tabulate separate premiums payable if the level of the benefit is subject to 3/4/5 years' annual salary, separately.
For Board members tabulate separate premiums payable if the level of benefit is ksh 1,000,000, 2,000,000 or 3,000,000.

- iv. Last Expense (LE): Tabulate the premiums payable under last expense per family for the following options:

Members	Benefits per family		
	Option 1	Option 2	Option 3
Principle member (8 Board members and 173staff) Spouse Child (max 4) Either Parent/Both parents	100,000	150,000	200,000
Annual premiums per family			

NB: The procuring entity is at liberty to choose the most suitable option

- v. Critical Illness cover: Upon first time diagnosis of the following conditions; Heart attack, Stroke, Cancer, Coronary Artery Disease, Major organ transplant, Kidney failure, Paraplegia or paralysis. Provide the cover limits for the forementioned critical illnesses. The
- vi. The scope of Cover should provide for Free Cover Limit
- vii. Cover should provide for terrorism and political violence cover at no extra cost.
- viii. Cover on 24 hours worldwide basis international and domestic terrain.
- ix. No Policy Excess payments apart from 3 days under the Disability Income Benefit.
- x. No Waiting Period under the Group Life Death Benefit.
- xi. No limit on the claim amounts payable under occupational risks.
- xii. No exclusion on HIV/AIDS, passive terrorism attacks, war, Invasion, Act of Foreign Enemy, Hostility or Warlike operation, Civil War, Rebellion, Revolution, Insurrection, Military or usurped power or popular rising martial law, strike, riot, civil commotion or mutiny no additional cost.
- xiii. Member education -provide member education for all the staff on the scope of cover as and when required to do so.
- xiv. Service Level Agreement – The Insurance Company shall sign a service level agreement with the Employer on the expected service level standards and the turnaround times for issuing any documents and payment of claims.
- xv. Quarterly scheme reviews – The Insurance company shall conduct quarterly meetings with the client to review and advice the client on the performance of the scheme.
- xvi. Policy Exclusions: No exclusion on HIV/AIDS, passive war, Invasion, Act of Foreign Enemy, Hostility or Warlike operation, Civil War, Rebellion, Revolution, Insurrection, Military or usurped power or popular rising martial law, strike, riot, civil commotion or mutiny.
- xvii. Geographic Limits: covers to provide for worldwide inclusive of Conflict Zone for instance S. Sudan and Somalia.
- xviii. Cover extension: Cover automatically extend for an extra 30 days after the member exits the scheme at no extra charges. This caters for his risk where member is between job changes and thus has no cover.

- xix. **Terminal Date** :The 75th birthday for members or their retirement or withdrawal from service whichever is earlier including cases of critical illness
- xx. **Annual Gross Salary** :-The annual gross salary for 173 KACWASCO employees is approximately Kshs. 143,511,273.33.
- xxi. **List of number of members ,spouses, parents and children is as per the attached appendix 1**
- xxii. **Sensitization of Members**-The bidder will be expected to sensitize all KACWASCO staff on WIBA, GPA and GLA cover policy operations at the bidder's own expense and will have to commit a budget towards the sensitization program as follows;
 - Meet its own expenses
 - Meet transport needs for its staff
- xxiii. **The total /combined Financial proposal for the above services /scope should include all taxes.**

Bidders should also clearly provide for the above highlighted scopes in their sample policy documents which will later form part of the contract.

TECHNICAL EVALUATION FORM – INSURANCE SERVICE

The tenderer is expected to complete Part 1 and 3 of this form

Part 1: General Information

Tenderer Name
Postal Address
Telephone (Office).....Mobile.....
Physical Address

Part 2: Evaluation Stages

A	MANDATORY REQUIREMENTS	
1.	Must be registered with Insurance Regulatory Authority for the current year and copy of the license to be availed.	Yes/No
2.	Must provide a list of any five reputable clients and total clients premiums for the previous year	Yes/No
3.	Must provide copies of the following:	Yes/No
	(a) PIN Certificate	Yes/No
	(b) Tax Compliance Certificate	Yes/No
	(c) Certificate of Registration / Incorporation	Yes/No
	(d) Form CR12	
4.	Must have done annual gross premiums in previous two years of at least Kshs.100 Million (Attach Evidence)	Yes/No
5.	Must have paid up capital of at least Kshs. 200Million (Attach Evidence)	Yes/No
6.	For Insurance Companies: Must be registered and a Current member of the Association of Kenya Insurance (AKI) (Attach certified copy of Membership Certificate) For Insurance Brokers: Must be registered and a current member of the Association of Insurance Brokers)(Attach certified copy of Membership Certificate) Attach a certified authority letter from the underwriter/ disclosure of underwriter details clearly agreeing to payment of premiums being remitted directly to the underwriter.	Yes/No
7	Must provide Current business license /permit (attach Copy)	Yes/No
8	Provide evidence of reinsurance arrangement	Yes/No
9	Physical location of Business premises- Duly Filled Business Questionnaire & Business profile	Yes/No
10	Must submit a Tender security in the acceptable format (2% of the total tender sum)	Yes/No
11	Must submit a duly filled form of tender	Yes/No
12	Must submit sample policy document covering all the three Insurance products/services under tender.	Yes/No
<i>For a bidder to proceed to the next stage one MUST meet all the mandatory requirements</i>		
(B)	TECHNICAL REQUIREMENTS	SCORE
1.	Proven Experience of the firm in services of similar magnitude (attach evidence)	10

	1-10 years 3 marks 11-20 years 5 marks 21-30 years 8 marks 31 years and above 10 marks	
2.	Submit References of at least 5 major clients whom you have offered the same services for the last 3 years certified referrals clearly stating start and end of contract period.	10
3.	Death benefit- Bidders to state their limits Not less than Ksh. 4 million (3marks) 4,000,001-5,000,000 (6 marks) Above 5,000,000 (10 marks)	10
4.	Occupational illness- Bidders to state their limits Not less than Ksh. 4 million (3marks) 4,000,001-5,000,000 (6 marks) Above 5,000,000 (10 marks)	10
5.	Medical expenses- bidders to state their limits Not less than Ksh. 100,000 (3marks) 100,001-250,000 (5 marks) Above 250,000 (10 marks)	10
6.	Certified Audited Financial statements for the last 3years.	5
7.	Value of the business the firm has handled at once (Attach evidence) <ul style="list-style-type: none"> • Less than;Kshs.5,000,000 (2mks) • Kshs.5,000,001 – 9,000,000 (5mks) • Kshs.9,000,001 – 15,000,000 (8mks) • Kshs.15,000,001 and above (10mks) 	10
8.	Provide company structure indicating clearly the rank and qualifications of key personnel to be handling the assignment	5
9.	Financial ratios: Solvency ratio for year 2020 1.5-2 (2.5marks) Above 2 (5marks)	5
10.	Liquidity ratios: 2-4 (2.5marks) Above 4 (5marks)	5
11.	Provision of member education	5
12.	Policy documents clearly detailing limits of all covers as per the scope	5
13.	Detail Claim settlement procedure and time limit for claim settlement for the covers.	5
14.	All pages and any attachments should be paginated	5
	TOTAL MARKS	100

NOTE:-

- For a tender to qualify for the recommendation of award, they must meet a minimum of a score of 70%
- Validity of documents attached is subject to confirmation by the evaluation committee
- The most responsive bidder will be awarded.
- The procuring entity is at liberty to choose the most suitable option

Part 3:Declaration (For the Tenderer only)

The tenderer is expected to indicate whether he/she will/will not accept to be evaluated on the above criteria.

Q. Will you accept your bid to be evaluated based on the above criteria and abide by them during the entire period of the tender? (Tick appropriately below):

NO:

YES:

Official Stamp ----- **Sign** -----

SECTION VI - STANDARD FORMS

Notes on the standard Forms

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

Form of Tender

To: _____ Date _____
Name and address of procuring entity _____
Tender No. _____
Tender Name _____

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of [Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

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

Dated this _____ day of _____ 2019

[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Contract Form

THIS AGREEMENT made the _____ day of 20 _____ between [name of Procurement entity] of [country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

Price Schedule Form

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.		
2.		
3.		
4.		
5.		

NB: The procuring entity is at liberty to choose the most suitable option

CONTRACT FORM

WHEREAS the Procuring entity invited tenders for the WIBA cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

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

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.
5.

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs..

Issued Kshs.....

Give details of all directors as follows

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

Date..... Signature of Tenderer

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

TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity 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 procuring entity up to the above amount upon receipt of its first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[Name of procuring entity]

WHEREAS *[name of tenderer]*

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____

_____ *[reference number of the contract]* dated _____ 20 _____

to supply

[description of insurance services] (Hereinafter called “the Contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender
No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the
Public Procurement Administrative Review Board to review the whole/part of the above
mentioned decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED
Board Secretary

APPENDIX 1

KAKAMEGA COUNTY WATER AND SANITATION COMPANY

STAFF DATA

No.	Number of staff and B.O.D members	Number of Biological Children	Number of legal spouses	Number of Biological parents	Number of Biological parents' in-law.
1	181	486	155	248	227