

**KISUMU WATER AND SEWERAGE COMPANY  
LIMITED**



**TENDER No. KWSC/16/2018-2019**

**PROVISION OF MEDICAL INSURANCE  
COVER FOR STAFF AND DIRECTORS  
(UNDERWRITERS ONLY)**

**JULY 2018**

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## **INTRODUCTION**

The Kisumu Water and Sewerage Company Ltd. hereinafter also referred to as the “Purchaser,” invites tenders from interested firms with the necessary financial resources, experiences and technical expertise for **Provision of medical insurance cover.**

Tenderers must ensure that their submission fully includes the necessary documentation to demonstrate their experience and capabilities.

In order to be considered for award, prospective tenderers must submit all the information hereinafter requested. Tenders which are not filled out completely, or which omit requested information without suitable explanation, will not be considered.

**Thomas Odongo**

**Managing Director.**

**Kisumu Water and Sewerage Company Ltd.**

## SECTION 2 –INVITATION FOR TENDERS

1. The Kisumu Water and Sewerage Company Limited invites sealed tenders from eligible tenderers for Tender no. **KWSC/16/2018-2019; Provision of Medical Insurance Cover for Staff and Directors.**
2. This invitation to Tender is open to Service Providers who satisfy the following conditions:-
  - i) Tenderer has previously provided staff medical insurance cover services to various reputable firms in Kenya.
  - ii) Evidence of this, eg. Testimonial letters from such authority must be attached to the tender document.
  - iii) Must possess the technical expertise stated in the instructions to tenderers
3. Interested eligible tenderers may obtain further information from and inspect the tender documents at the office of;

**The Supply Chain Manager.**  
**Kisumu Water and Sewerage Company Limited**  
**Nafaka House, Oginga Odinga Street**  
**Telephone (057) 2023977/ 2024100 / 2023856**

4. A complete set of Tender Documents may be purchased by any interested eligible Tenderer upon payment of a non-refundable fee of **Kenya Shillings One Thousand only (Ksh. 1,000)**, in the form of cash or bankers cheque. Alternatively, the documents may be downloaded from our website [www.kiwasco.co.ke](http://www.kiwasco.co.ke). Interested bidders who download the documents should send their particulars immediately through email [aogwang@kiwasco.co.ke](mailto:aogwang@kiwasco.co.ke) for registration purposes before the tender closing date. **Bidders are advised to visit the website regularly to check any additional information, clarifications or addenda.**
5. Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing date of the tender.
6. All tenders must be accompanied by a tender security of **Eighty Thousand Kenya Shillings (Ksh.80, 000)** in the form of banker's cheque, bank guarantee or Insurance and in the format attached.
7. Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at the entrance opposite the Managing Director's office properly addressed to ;

**Managing Director**  
**Kisumu Water and Sewerage Company**  
**P.O. Box 3210**  
**KISUMU**

**To be received on or before Wednesday 15<sup>th</sup> August 2018 at 12.00 noon.**

8. Tenders will be opened immediately thereafter in the presence of Tenderer's representatives who choose to attend the opening shortly after the deadline on the date specified in the invitation at the Company Boardroom.
  
9. Tenders will be opened immediately thereafter in the presence of Tenderer's representatives who choose to attend the opening shortly after the deadline on the date specified in the invitation at the Company Boardroom.

10.     **For this Tender:**

The Purchaser's Technical Representative is:-

THE HEAD OF HUMAN RESOURCES AND ADMINISTRATION

KISUMU WATER AND SEWERAGE COMPANY LIMITED

P O BOX 3210

KISUMU, KENYA.

TELEPHONE: 057- 2023977/ 2024100 / 2023456

FAX: 057- 2024604

## 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
- 2.2.2 The price to be charged for the tender document shall be Kshs. **1,000/=**
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

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

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form

- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) 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 an addendum.

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

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



## **2.6 Language of 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 be Kshs.**80,000/=**.

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 2.12.8

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) A bank guarantee.
- b) Such insurance guarantee approved by the Authority.
- c) 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 as 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 90 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 one copy of the tender, clearly marking it "ORIGINAL TENDER", as appropriate.

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

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

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

2.15.1 The Tenderer shall insert the original of the tender in an envelope, duly marking the envelope as "ORIGINAL". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender.
- (b) Bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE *the date and time stated in the Tender advertisement*"

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

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

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

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than *the date and time stated in the Tender advertisement*

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

2.16.3 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, at than *the date and time stated in the Tender advertisement* 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 tenderer's' 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 required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 2.20.2 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.
- 2.20.3 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.
- 2.20.4 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

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

(b) Deviation in payment schedule

Tenderers shall state their tender price for the payment on 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 has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.25.2 To qualify for contract awards, the tenderer shall have the following:-
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - (b) Legal capacity to enter into a contract for procurement
  - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
  - (d) Shall not be debarred from participating in public procurement.

## **2.26. 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 his/her 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.

2.27.3 When a person submitting the successful tender is notified under subsection 2.27.1 above, the accounting officer of the procuring entity shall also notify in writing all other persons submitting tenders that their tenders were not successful

## **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

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.11	Eligible bidders must: <ul style="list-style-type: none"> <li>• Be incorporated in Kenya</li> <li>• Have complied with all tax requirements that shall be confirmed from KRA</li> <li>• Be an established business and show proof</li> </ul>
2.1.3	The qualification statement shall be drawn on bidder’s letterhead, signed and stamped
2.1.4	A statement declaring bidder is not ineligible for corrupt and fraudulent practices shall be drawn on bidder’s letterhead, signed and stamped
2.2.1	Must disclose the source of goods or state if manufacturer
2.4.1 - xi	This shall be attached and is mandatory
2.4.1 - xii	This shall be filled and stamped and is mandatory
2.10.2	Prices quoted shall be inclusive of all taxes, duties, incidentals etc. and shall be delivered prices to the company stores within Kisumu.
2.10.3	No price variations are applicable in the performance of this contract
2.11.1	The bid price shall be in Kenya Shillings only.
2.12	The requirements of this clause shall form part of the evaluation criteria.
2.13.3 (a & b)	The requirements of this clause shall form part of the evaluation criteria.
2.16.1	Bidders shall prepare and submit one copy and mark it clearly as “ <b>ORIGINAL BID</b> ”
2.16.3	Any alterations shall be initialed by the person or persons signing the bid. Any alterations not initialed shall lead to disqualification of the bid.
2.18.1	Bids shall be closed on by <b>12.00 noon, Wednesday, the 15<sup>th</sup> of August 2018</b>
2.20.1	Bids shall be opened immediately thereafter at <b>12.05pm, Wednesday, the 15<sup>th</sup> of August 2018.</b>
2.22.4	Under evaluation, proof of legal existence shall be checked.
2.22.5	For a bid to be determined to be responsive and award recommended, it shall: <ol style="list-style-type: none"> <li>a) Meet the requirements of 2.22.4 above</li> <li>b) Meet all the requirements of the technical evaluation criteria.</li> <li>c) Have offered the lowest price for all items within a lot and is among the qualifying evaluated firms.</li> </ol>
2.22.6	This is applicable and shall be determined by the evaluation committee.
2.23.1	The company shall allow bids quoted in Kenya Shillings only
2.25	This is not applicable
2.27.2	Bidder shall provide the detailed technical capability information of the manufacturer as well as two immediate years signed audited accounts or a letter from the bank indicating the amount of deposit available at short notice for this contract. Failure shall render the bid non-responsive.

2.27.4	<p><b>Evaluation criteria</b></p> <p>There will be <b>preliminary evaluation</b> where we will check proof of legal existence of the bidder. The following will be checked at this stage:</p> <ul style="list-style-type: none"> <li>• Certificate of Registration/Incorporation</li> <li>• Valid PIN certificate</li> <li>• Valid VAT Certificate</li> <li>• Valid Business permit</li> <li>• Bid Bond of Kshs. 80,000.00</li> <li>• Confidential business questionnaire filled and stamped</li> <li>• Valid Tax Compliance Certificate</li> </ul> <p>The above mentioned are mandatory and lack of any of them will lead to automatic disqualification.</p> <p>We will also conduct <b>technical evaluation</b> where the following will be checked:</p> <ul style="list-style-type: none"> <li>• Show of proof of similar assignments in value and nature in the last 3 years. Evidence of this e.g award letters, signed contracts, testimonial letters or copies of orders from such institutions shall be presented with the bid on submission</li> <li>• Compliance to the offered technical specifications will be checked for conformity. Bidders must indicate a response for each technical requirement in the bid document.</li> <li>• Delivery plan</li> <li>• Form of tender fully filled and stamped</li> </ul> <p><b>Financial evaluation</b> will be the last stage of evaluation. Only firms who qualify from the technical evaluation will be eligible to proceed to financial evaluation. The firm with the lowest evaluated bid will be awarded at this stage.</p>
2.30.1	Performance bond shall be 10% of the contract sum and shall be received within 14 days from the date of contract award.
2.31	This shall lead to rejection of the bid in total and bidder may be subject to debarment in future.

**Other Information required:**

1. You **MUST** state the annual premium chargeable and mode of payment.
2. You **MUST** attach a list of approved Hospitals.
3. You **MUST** be registered with the Insurance Regulatory Authority for the current year and a copy of the current certificate must be submitted.
4. **MUST** give a list of 5 reputable clients and total client premiums for the previous year. (Attach a copy of reference certificate)
5. **MUST** submit copies of the audited accounts for the last 2 years
6. Must be a member of the Association of Kenya Insurers (AKI). (Attach evidence)

7. *MUST submit evidence of most current paid claims*
8. *Provide evidence that the company has been registered and in operation for at least ten (10) years.*
9. *MUST submit CV's of key management and technical staff*
10. *MUST have done annual gross premium in previous year of Kshs. 1 billion in relevant lines of business in 2017. (attach evidence)*
11. *MUST have paid up share capital of at least kshs. 100,000,000.00 (attach evidence)*
  
12. *Eligible members: All staff members, their spouses and children with a family upper limit of 5.*
13. *You MUST give a detailed explanation of how the scheme will be administered.*
14. *M+4 refers to the upper limit of 5 family members, M+3 refers to a limit of 4 family members, M+2 refers to a family of 3 members, M+1 refers to a family of 2 members and M+0 refers to the staff / Directors alone without any beneficiary.*

**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 superceded by provisions of other part of the contract

### **3.3. Standards**

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

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

3.4.1 The Contractor shall not, without the 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 fourteen (14) 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) A bank guarantee.
- b) Such insurance guarantee approved by the Authority.
- c) 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

3.82. Payment shall be made promptly by the Procuring entity, but in no case later than forty five (45) days after submission of an invoice or claim by the contractor.

### **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 as the case may be.

### **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 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract (whether during the progress of the Contract or after its completion and whether before or after the termination, abandonment or breach of the Contract), the two parties shall meet to attempt to resolve the same by mutual agreement.

Save as hereinafter provided such mutual agreement in respect of every matter so resolved shall be final and binding upon the Purchaser and the Supplier until the completion of delivery of the goods and shall forthwith be given effect to by the Supplier who shall proceed with the supply and delivery of the goods with all due diligence.

In the event that an issue in dispute shall arise which the parties in dispute are unable to resolve by the above stated mutual agreement within sixty days of the date thereof, then it shall immediately be referred by either party for settlement by an Umpire mutually agreed upon.

If any issue in dispute is referred to the Umpire, it shall be settled by the same Umpire who will be required within sixty days after the referral to give written notice of his decision to the parties in dispute.

Either party may, if dissatisfied with the decision of the Umpire, require the issue in dispute be referred to arbitration by written notice to the other party but, pending the making of an arbitration award, the decision of the Umpire shall be binding on the parties in dispute and shall forthwith be given effect to

by such parties. If neither party requires the issue in dispute to be referred to arbitration within thirty days of the written notice of the Umpire's decision the said decision shall become final and binding on the parties in dispute.

The umpire shall act under clause 26.4 as expert and not as arbitrator and shall reach his decision on the basis of such procedure as he may think fit in the light of the expressed intention of the parties that his decision should be reached as rapidly and in as informal a manner as possible.

Any issue in dispute which under these Conditions of Contract is required to be referred to arbitration and shall be finally settled as follows:-

(a) in the case of a dispute between the Purchaser and the Supplier which is a national of the Purchaser's country, the dispute shall be referred to adjudication/arbitration in accordance with the laws of the Purchaser's country; and

(b) in the case of a dispute between the Purchaser and a foreign Supplier, the dispute shall be settled by arbitration in accordance with the laws of the provisions of the UNCITRAL Arbitration Rules.

The reference to an Umpire or to arbitration may proceed notwithstanding that the Contract shall not then be or alleged to be complete, provided always that the obligations of the Purchaser and Supplier shall not be altered by reason of the reference to the Umpire or the arbitration being conducted during the progress of the Contract.

### **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 as relates to the General Conditions of Contract**

<b>Reference of general conditions of contract</b>	<b>Special condition of contract</b>
3.6 Performance security	Successful tenderers shall furnish the purchaser with a performance security in the amount of 10% of the contract sum.
3.7 Delivery of Services	As mutually agreed between both parties
3.8 Payment	Payment shall be made within 45 days of submission of an invoice by the service provider.
3.9 Price adjustment	Price adjustment request to be made in writing for consideration by the purchaser
3.16 Applicable law	The contract shall be interpreted in accordance with the laws of Kenya
3.18 Notices	All notices to be sent to; The Managing Director Kisumu Water and Sewerage Company Ltd P.O.BOX 3210 , KISUMU KENYA

## **SECTION V - SCHEDULE OF REQUIREMENTS**

### **Notes for preparing Schedule of Requirements.**

1. The schedule of Requirements shall be included in the tender documents by the procuring entity and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
  
2. The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
  
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

## **SECTION VI – BILL OF QUANTITIES**

The KIWASCO staff medical scheme is intended to provide credit facility cover for outpatient and inpatient treatment expenses for Kisumu Water and Sewerage Co. ltd staff and dependents.

**TENDER NO. KWSC/16/2018-2019**

**SECTION V - BILL OF QUANTITIES (ENHANCED COVER)**

NO	TITLE	FAMILY SIZES	NO.	TOTAL NO. OF BENEFICIARIES	IN -PATIENT LIMIT PER FAMILY (Ksh)		OUT-PATIENT LIMIT PER FAMILY		PREMIUM CHARGEABLE (Ksh)	
					COST PER FAMILY	TOTAL COST	COST PER FAMILY	TOTAL COST	IN PATIENT	OUT PATIENT
<b>1(A)</b>	Directors	<b>M +0</b>	8	(7F) 8	1,200,000.00	<b>9,600,000.00</b>	200,000.00	<b>1,600,000.00</b>		
<b>2 (B)</b>	Managing Director	<b>M+4</b>	1	(1F) 5	1,200,000.00	<b>1,200,000.00</b>	200,000.00	<b>200,000.00</b>		
<b>3 ©</b>	Management staff	<b>M+4</b>	10	(13F) 58	750,000.00	<b>9,750,000.00</b>	150,000.00	<b>1,950,000.00</b>		
		<b>M+3</b>	1							
		<b>M+2</b>	1							
		<b>M+1</b>	0							
		<b>M+0</b>	1							
<b>4 (D)</b>	Other staff	<b>M+4</b>	82	(120F) 532	500,000.00	<b>60,000,000.00</b>	100,000.00	<b>12,000,000.00</b>		
		<b>M+3</b>	14							
		<b>M+2</b>	18							
		<b>M+1</b>	3							
		<b>M+0</b>	3							
<b>TOTAL</b>			<b>142</b>			<b>80,550,000.00</b>		<b>15,750,000.00</b>		

**6.2 PRICE SCHEDULE FORM**

**Provision of Medical Insurance Cover**

Name of Tenderer .....

Tender Number ..... Page.....of.....

**SUMMARY**

<b>ITEM NO.</b>	<b>DESCRIPTION OF INSURANCE COVER</b>	<b>TOTAL PREMIUM (KSHS.)</b>
<b>1.</b>	In Patient Cover	
<b>2.</b>	Out Patient Cover	
	<b>TOTAL</b>	

**Signature of tenderer .....[Official Rubber Stamp].....**



**SECTION VII – SUSTAINABLE PROCUREMENT PRACTISES**

KIWASCO has a Sustainable Procurement Policy in place. This Sustainable Procurement Policy is a commitment by KIWASCO to attain its vision by *procuring goods, services and works in a manner that creates value for society and the organization, while minimizing negative effects to the environment.*

KIWASCO has incorporated sustainable procurement practices in its procurement system.

The Sustainable Procurement Policy is also the Company’s commitment to the Sustainable Development Goal number 12 on *Responsible Consumption and Production.*

For the purpose of this procurement, KIWASCO requires all the prospective bidders to provide the following information alongside their bid. *(Indicate if you are a manufacturer/ dealer/ re-seller)*

<b>No</b>	<b>Sustainability Issue/Impact</b>	<b>Sustainability Criteria Questions</b>	<b>Bidder’s comment</b> <i>(Further explanations can be provided separately if the space provided is not enough)</i>
<b>1</b>	<b>Systems for environmental management</b>	Describe the system, processes and practices that enable your organization to reduce environmental impacts, meet your legal environmental requirements and achieve continual improvement of your environmental performance.	
		In the last two years has your organization been subject to any court proceedings related to breaches of environmental legislation? If so, what was the outcome?	
<b>2</b>	<b>Sustainability Legislations</b>	Are there sustainability legislations that may affect your service to us? If yes, please elaborate	

		Are you aware of Sustainability goal No.12 on responsible consumption and production and are you practicing the same in your organization?	
		As a service provider, are you adequately trained and briefed on sustainability issues associated with the service you provide?	
<b>3</b>	<b>Corporate Social Responsibility (CSR)</b>	Describe the formalized programs or initiatives that your organization has in place that are directed towards meeting social and ethical responsibilities and objectives.	
<b>4</b>	<b>Commitment to sustainability and demonstrated sustainability improvements</b>	Describe the processes and practices that demonstrate your organization’s commitment to and delivery of sustainability principles, including improving the sustainability performance of your organization.	
		Describe programs or initiatives that your organization has implemented across the supply chain that are directed towards becoming aware of– and improving – the sustainability performance of its products and/or services (including from a whole-of-life perspective and ethical sourcing).	
<b>5</b>	<b>Packaging</b>	Describe any initiatives that your organization has in place to minimize/reduce the amount of packaging used.	
<b>6</b>	<b>Transport and logistics</b>	Describe initiatives that the organization has implemented to reduce the environmental impacts directly associated with the transportation of raw materials/component parts/ finished products/Services	

<b>7</b>	<b>Energy</b>	What actions/initiatives have you taken to address energy use during your time of service provision	
		What actions/initiatives have you taken to improve product water efficiency during use?	
		Do the offered products qualify for energy efficiency rating labels (e.g. Energy Star label) or are they rated by the Energy Rating Scheme? Please provide details of the Energy Rating.	
		Are there any other energy-saving features associated with the your offered services	
<b>8</b>	<b>Water use and quality</b>	What actions/initiatives have you taken to address water use during product manufacture or during your time of service provision?	
		What actions/initiates have you taken to address water pollution during manufacture or during your time of service provision?	
<b>9</b>	<b>Waste</b>	What actions/initiatives have you implemented to reduce waste during provision of your offered service?	
		Do you offer a take back service/scheme at the end of product life? Are there any special provisions/conditions/exclusions in this scheme?	
		How does the offered scheme achieve highest and best value for its clients? For example, does it benchmark used market prices and return (trade-in) value to the client?)	
<b>10</b>	<b>Toxic substances, pollutants &amp; emissions</b>	What actions are taken to reduce emissions to atmosphere during your service provision	

## SECTION VIII - 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.

**6.1 FORM OF TENDER**

**Date.....**

**To:.....**

**Tender No.....**

.....

*[Name and address of procuring entity]*

Gentlemen and/or Ladies:-

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

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

3. If our tender is accepted we will obtain the guarantee of a bank in a sum equivalent to **10%** of the Contract Price for the due performance of the Contract, in the form prescribed by **Kisumu Water and Sewerage Company Ltd.**

4. We agree to abide by this Tender for a period of **90 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.

5. 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.

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

**Dated this .....day of .....20.....**

.....

.....

*[Name & Signature]*

*[In the capacity of]*

Duly authorized to sign tender for and on behalf of .....

### 6.3 CONTRACT FORM

THIS AGREEMENT made on the.....day of.....20.....between Kisumu Water and Sewerage Company Ltd of Kisumu, Kenya (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:

WHEREAS the Procuring entity invited tenders for the **provision of medical insurance** 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
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 GPA 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.

The Common Seal of.....

Was hereunto affixed in the presence of : .....  
Signed, Sealed and Delivered by the said: .....  
In the presence of: .....  
Tendering Signature of Procuring Entity: .....  
Binding Signature of Service Provider: .....

## 6.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c ) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form

<b>Part 1 – General:</b>
Business Name ..... Location of business premises..... Plot No..... Street/Road ..... Postal Address ..... Tel No. .... Fax ..... E mail ..... Nature of Business ..... Registration Certificate No..... Maximum value of business which you can handle at any one time – shs..... Name of your bankers ..... Branch.....

	<b>Part 2 (a) – Sole Proprietor</b>
	Your name in full .....Age ..... Nationality ..... Country of origin ..... Citizenship details .....

	<b>Part 2 (b) Partnership</b>															
	Given details of partners as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 40%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td></td> <td></td> </tr> <tr> <td>2.....</td> <td></td> <td></td> </tr> <tr> <td>3.....</td> <td></td> <td></td> </tr> <tr> <td>4.....</td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	1.....			2.....			3.....			4.....		
Name	Nationality	Citizenship Details														
1.....																
2.....																
3.....																
4.....																

	<b>Part 2 (c) – Registered Company</b>																								
	Private or Public ..... State the nominal and issued capital of company- Nominal Kshs. .... Issued Kshs. ....  Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship Details</th> <th style="width: 30%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>5.....</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.....				2.....				3.....				4.....				5.....			
Name	Nationality	Citizenship Details	Shares																						
1.....																									
2.....																									
3.....																									
4.....																									
5.....																									

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

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.



**6.5 TENDER SECURITY FORM**

**(To Be Submitted On Bank’s Letterhead)**

**Date:.....**

**To: .....**

*[name and address of procuring entity]*

**WHEREAS** ..... (name of the Tenderer) (hereinafter called “the Tenderer”) has submitted its Tender dated ..... for the provision of **medical insurance services** (hereinafter called “the Tender”);

**KNOW ALL PEOPLE** by these presents that **WE**.....of .....having our registered office at.....(hereinafter called “the Bank”), are bound unto Kisumu Water and Sewerage Company Limited (hereinafter called “KIWASCO” ) in the sum of Kshs..... for which payment well and truly to be made to the said KIWASCO, the Bank binds itself, its successors, and assignees by these present

**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 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 tenderers;
3. 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 two conditions, specifying the occurred condition or conditions.
4. 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 date.

**[Signature of the bank]..... [Official Rubber Stamp].....**

*(Amend accordingly if provided by Insurance Company)*

**6.6 PERFORMANCE SECURITY FORM**

To: .....

Date.....

.....  
[Name and address 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 provide.....[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 Ksh.....

.....[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)*

**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 of .....20.....in the matter of Tender No.....of  
.....20.....

**REQUEST FOR REVIEW**

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

- 1.
- 2.
- etc.

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

- 1.
- 2.

SIGNED ..... (Applicant)

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

**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary