



KENYA BUREAU OF STANDARDS

**PROVISION OF GENERAL INSURANCE
SERVICES**

**FOR 2016/2017
TENDER NO. KEBS/T022/2015/2016**

**KENYA BUREAU OF STANDARDS
P.O. BOX 54974-00200
NAIROBI**

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KENYA BUREAU OF STANDARDS.

INVITATION FOR TENDER

TENDER NO. KEBS/T022/2015/2016 PROVISION OF GENERAL INSURANCE SERVICES

Kenya Bureau of Standards (KEBS) invites tenders for Provision of Insurance Services for the year 2016/2017 **renewable for one year subject to satisfactory performance.**

A complete set of tender documents may be obtained by interested candidates from the procurement office, during normal working hours or be viewed and downloaded from the **KEBS website: www.kebs.org and IFMIS supplier.treasury.go.ke portal** upon payment of non-refundable tender fee of **Kshs.1, 000.00**. All payments shall be made to the KENYA BUREAU OF STANDARDS Nairobi

Completed tender documents in plain sealed envelopes clearly marked **"KEBS/T022/2015/2016 PROVISION OF GENERAL INSURANCE SERVICES"** should be addressed and delivered to:

**THE MANAGING DIRECTOR,
KENYA BUREAU OF STANDARDS,
P.O. BOX 54974 - 00200
NAIROBI.**

Or be deposited in the Tender Box at the **Main Reception** marked **"TENDER BOX"** so as to be received on or before **10.00a.m on 8th June 2016.**

Tender opening will be carried out immediately thereafter **at KEBS Centre Conference Room, Adm. Block, Ground Floor.**

Tenderers or their representatives are free to attend the tender opening.

Tenders must be accompanied by Bid Security of 1 million of the Tender price, in the format specified in the tender document.

KEBS is not bound to accept the lowest or any tender or give reasons for its decisions.

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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 not exceed 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

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 1 million.

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

- 1. Cash.**
- 2. A bank guarantee.**
- 3. Such insurance guarantee approved by the Authority.**
- 4. 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.

2.15 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 and delivered to the Procuring entity at the following address:
**Managing Director
Kenya Bureau of Standards
P.O. Box 54974-00200
Off Mombasa Road
Behind Bellevue Cinema
Nairobi.**
- (b) Bear tender No. **KEBS/T022/2015/2016-PROVISION OF GENERAL INSURANCE SERVICES** and the words: **“DO NOT OPEN BEFORE” Wednesday 8th June 2016.**
- (c) 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”.

2.15.3 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

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, on **Wednesday 8th June 2016**.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 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 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

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;

- (a) The information that specifies and complements provisions of Section II to be incorporated.
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
 5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations

Appendix to instructions to Tenderers

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

Instruction to tender reference	<i>instructions to tenderers</i>
2.1	As in 2.1.1
2.15.2 (b)	Tuesday 7th June 2016 at 10.00am.
2.16.1	Tuesday 7th June 2016at 10.00am.
2.18.1	Tuesday 7th June 2016 at 10.00am

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
- 3.82. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) 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 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 15% 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.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and



- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
- 3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
- 4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.



SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY

- 4.1.1 Must be registered with the Insurance Regulatory Authority for the year 2016 and a copy of the current license be submitted.
- 4.1.2 Must have done annual gross premiums in the last financial year of at least Kshs 2.0 billion.
- 4.1.3 Must give a list of 10 (Ten) state corporate entities and the total clients premiums of at least Ksh.300 million for the previous financial year.
- 4.1.4 Must submit a copy of the last financial year audited accounts.
- 4.1.5 Must have total number of management staff of at least Fifteen (15)_with practice specialties and gender/national outlook.
- 4.1.6 Must submit copies of the following documents;
 - (a) PIN Certificate
 - (b) Tax Compliance Certificate
 - (c) Certificate of Registration/Incorporation
 - (d) Written evidence that the firm is making all Social Security Contributions as required i.e. NSSF and NHIF. Must be valid as the time of evaluation.
- 4.1.7 Must be a member of the Association of Kenya Insurance (AKI)
- 4.1.8 Must submit Reinsurance slip/cover notes for policy businesses for year 2016.
- 4.1.9 Provide evidence that the company has been registered and in operation for at least five (5 years).

4.2. CONDITIONS TO BE MET BY INSURANCE BROKER

- 4.2.1 Must be registered with the Insurance Regulatory Authority for the year 2016 and a copy of the current license be submitted.
- 4.2.2 Must have a Professional Indemnity Insurance Cover of at least Kshs.100 million and a copy be submitted
- 4.2.3 Must give a list of 8 (Eight) reputable clients and the total clients premium of at least 200M in the previous year
- 4.2.4 Must submit a copy of the audited accounts for the previous financial year must be a current member of the Association of Insurance Brokers (AIB).
- 4.2.5 Must give quotes from the insurer(s) who meet the conditions specified under (4.1) above. Obtain copies and forward them together with the Tender Documents.
- 4.1.10 Total number of management team of at least Eight (8) with practice specialties and gender/national outlook.
- 4.2.6 Must also submit copies of the following documents:
- Certificate of registration/incorporation
 - PIN and VAT Registration Certificates.
 - Tax Compliance Certificates
 - Written evidence that the firm is making Social Security Contributions as required e.g. NSSF and NHIF. Must be valid as at the time of Evaluation.
- 4.2.10 The bidder must submit a Bid Security from a reputable Bank of 2% of the Tender price in form specified in the tender document
- 4.2.11 The bidder must submit the Tender form fully signed and stamped
- 4.2.12 The bidder must submit the Confidential Business Questionnaire Form fully signed and stamped
- 4.2 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	Shall be 10% of the contract price of the successful bidder.

3.7 Delivery of Services	As in 3.7.1
3.8 Payment	As in 3.8
3.9 Price adjustment	No price changes shall be allowed.
3.16 Applicable law	Laws of Kenya.
3.18 Notices	<p>Managing Director Kenya Bureau of Standards P.O. Box 54974-00200 Off Mombasa Road Behind Bellevue Cinema Nairobi. Email:info@kebs.org Fax: 604031.</p>

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

	KENYA BUREAU OF STANDARDS.
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TENDER SLIP

INSURED	KENYA BUREAU OF STANDARDS	KSH.
CLASS	MOTOR PRIVATE – COMPREHENSIVE	
PERIOD	FROM: 1st July 2016 TO: 30th June 2017	
VEHICLE(S)	As per attached schedule	
DRIVERS	The insured or any other person authorized by him and by law to drive the insured motor vehicle(s)	
LIMITS of Liability	1. Third Party Persons : Unlimited 2. Third Party Property : Unlimited 4. Towing charges : Ksh. 50,000/= 5. Authorized repair Limited : Ksh. 50,000/= 6. Medical Expenses : Ksh. 50,000/=	
USE CLAUSES	Use for Social domestic and pleasure purposes and in connection with the insured's business or profession.	
EXCESS	Own damage 2.5% of value (min) -----70,000 (max.) Theft claim 5% of value(with device) – 10% of value (without device)	
SPECIAL CLAUSES	1. Anti-theft Devices Warranty 2. Average Clause 3. Passenger legal liability 4. Liability for Passengers acts of negligence 5. Special Perils 6. Strike, Riot & Civil Commotion 7. Indemnity whilst vehicle is in the custody of a Motor Trade 8. Windscreen/Window Glass damage – Shs. 50,000/= 9. Unspecified Radio/Cassette - Shs. 50,000/= 10. Death to insured or any other person while driving	
ANNUAL PREMIUM	TOTAL	
INSURER		

Quote for the Terms indicated and riders (if any). Prices must be Net inclusive of All Taxes.

Please use the tender slip to fill in the details

VEHICLES FOR KENYA BUREAU OF STANDARDS

LIST OF PRIVATE VEHICLES

NO	REG NO	DESCRIPTION	2015 CAR VALUE	YR OF MANUFACTURE	ENGINE CC	TYPE
1	KBG 954 C	DAIHASTU TERIS-FX	2,200,000.00	2009	1500	Private
2	KBJ 234 U	DAIHASTU TERIS-FX	1,800,000.00	2009	1500	Private
3	KBJ 233U	DAIHASTU TERIS-FX	2,400,000.00	2009	1500	Private
4	KBJ 235 U	DAIHASTU TERIS-FX	2,616,600.00	2005	1500	Private
5	KAV 501E	NISSAN DOUBLE CABIN	1,600,000.00	2005	3200	Private
6	KAV 498E	NISSAN DOUBLE CABIN	1,500,000.00	2005	3200	Private
7	KAV 497E	NISSAN DOUBLE CABIN	1,450,000.00	2005	3200	Private
8	KAV 499E	NISSAN DOUBLE CABIN	1,500,000.00	2005	3200	Private
9	KAV 502E	NISSAN DOUBLE CABIN	1,500,000.00	2005	3200	Private
10	KAY 664V	NISSAN DOUBLE DOUBLE CABIN	1,700,000.00	2007	3200	Private
11	KAV 503E	NISSAN DOUBLE DOUBLE CABIN	1,600,000.00	2005	3200	Private
12	KBB797S	NISSAN DOUBLE DOUBLE CABIN	1,900,000.00	2008	3200	Private
13	KAY 812V	NISSAN TIIDA	1,060,000.00	2007	1600	Private
14	KAY 809V	NISSAN TIIDA	1,260,000.00	2007	1600	Private
15	KAY 811V	NISSAN TIIDA	1,080,000.00	2007	1600	Private
16	KAY 808V	NISSAN TIIDA	1,100,000.00	2007	1600	Private
17	KAY 810V	NISSAN TIIDA	1,080,000.00	2007	1600	Private
18	KBB 824 S	NISSAN TIIDA	1,220,000.00	2008	1600	Private
19	KAT 240X	TOYOTA COROLLA XLI	850,000.00	2005	1300	Private
20	KAT 239X	TOYOTA COROLLA XLI	850,000.00	2005	1300	Private
21	KAT 244X	TOYOTA COROLLA XLI	750,000.00	2005	1300	Private
22	KAT 243X	TOYOTA COROLLA XLI	650,000.00	2005	1300	Private
23	KAT 242X	TOYOTA COROLLA XLI	680,000.00	2005	1300	Private
24	KAT 241X	TOYOTA COROLLA XLI		2005	1300	Private



KENYA BUREAU OF STANDARDS.

			730,000.00			
25	KBG 015 C	NISSAN DOUBLE CAB	2,460,000.00	2008	3200	Private
26	KBB 701S	NISSAN DOUBLE CAB	1,860,000.00	2008	3200	Private
27	KBB498 S	NISSAN DOUBLE CAB	1,800,000.00	2008	3200	Private
28	KBN 682E	TOYOTA COROLLA-NRE 150R	2,460,000.00	2010	1300	Private
29	KBN 701E	DAIHATSU TERIOS	2,800,000.00	2011	1500	Private
30	KBN803E	DAIHATSU TERIOS	2,850,000.00	2011	1500	Private
31	KBQ 573D	DAIHATSU TERIOS	3,750,000.00	2010	1500	Private
32	KBQ 906D	FORD RANGER	4,043,000.00	2010	2500	Private
33	KBQ 907D	FORD RANGER	4,043,000.00	2011	2500	Private
34	KBQ 914D	FORD RANGER	4,043,000.00	2010	2500	Private
35	KBQ921D	FORD RANGER	4,043,000.00	2010	2500	Private
36	KBQ 955D	PASSAT	5,010,000.00	2011	1800	Private
37	KBR 889U	DAIHATSU TERIOS	3,750,000.00	2011	1500	Private
38	KBR 890U	DAIHATSU TERIOS	3,750,000.00	2012	1500	Private
39	KBR 891U	DAIHATSU TERIOS	3,750,000.00	2012	1500	Private
40	KBR 892U	DAIHATSU TERIOS	3,750,000.00	2012	1500	Private
41	KBR 893U	DAIHATSU TERIOS	3,750,000.00	2012	1500	Private
42	KBR 894U	DAIHATSU TERIOS	3,750,000.00	2012	1500	Private
43	KBR 895U	DAIHATSU TERIOS	3,750,000.00	2012	1500	Private
44	KBR 961U	FORD RANGER	4,343,000.00	2012	2200	Private
45	KBR 962U	TOYOTA COROLLA ZRE 151R	3,491,000.00	2012	1600	Private
46	KBR 963U	FORD RANGER	4,343,000.00	2012	2200	Private
47	KBT 960N	DAIHATSU TERIOS	3,750,000.00	2012	1500	Private
48	KBT 961N	DAIHATSU TERIOS	3,750,000.00	2012	1500	Private
49	KBT 962N	DAIHATSU TERIOS	3,750,000.00	2012	1500	Private
50	KBW 173V	FORD RANGER	4,343,000.00	2012	2200	Private
51	KCA 565F	ZRE 182R TOYOTA		2014	1800	Private



KENYA BUREAU OF STANDARDS.

		CORROLA	4,050,606.00			
52	KCA 566F	ZRE 182R TOYOTA CORROLA	4,050,606.00	2014	1800	Private
53	KCA 567F	ZRE 182R TOYOTA CORROLA	4,050,606.00	2014	1800	Private
54	KCA 559F	ISUZU D/MAX	4,264,000.00	2014	2500	Private
55	KCA 561F	ISUZU D/MAX	4,264,000.00	2014	2500	Private
56	KCA 562F	ISUZU D/MAX	4,264,000.00	2014	2500	Private
57	KCA 563F	ISUZU D/MAX	4,264,000.00	2014	2500	Private
58	KCA 564F	ISUZU D/MAX	4,264,000.00	2014	2500	Private
59	KCA 592F	TOYOTA LANDCRUISER PRADO	10,040,900.00	2014	3000	Private
60	KCD 323G	TOYOTA LANDCRUISER PRADO	10,040,900.00	2014	3000	Private
61	KCD 453G	ISUZU D/MAX	4,264,000.00	2014	2500	Private
62	KCD 463G	ISUZU D/MAX	4,264,000.00	2014	2500	Private
63	KCD 454 G	ISUZU D/MAX	4,264,000.00	2014	2500	Private



KENYA BUREAU OF STANDARDS.

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TENDER SLIP

INSURED	KENYA BUREAU OF STANDARDS		KSH.
CLASS OF POLICY	MOTOR COMMERCIAL – COMPREHENSIVE		
PERIOD	FROM: 1st July 2016	TO: 30th June 2017	
VEHICLE(S)	As per attached schedule		
DRIVERS	The insured or any other person authorized by him and by law to drive the insured motor vehicle(s)		
LIMITS OF LIABILITY	1. Third Party Persons: Ksh. <u>Unlimited</u> 2. Third Party Property: Ksh. 100,000,000 3. Towing charges: Ksh. 30,000.00 4. Authorized repair limit: Ksh. 50,000.00 5. Medical Expenses: Ksh. 50,000.00 6. Windscreen/window glass damage Ksh. 50,000.00 7. Unspecified radio/cassette Ksh. 50,000.00		
USE CLAUSES	Use in connection with the insured's use for carriage, passengers in connection with insured's business and for social, domestic and welfare purposes.		
EXCESS	Own damage 5% of value (min) -----150,000 (max.) Theft claim 10%of value(with device) – 20%of value (without device)		
ANNUAL PREMIUM			
	TOTAL		
INSURER	-----		

Quote for the Terms indicated and riders (if any). Prices must be Net inclusive of All Taxes

Please use the tender slip to fill in the details

	KENYA BUREAU OF STANDARDS.
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VEHICLES FOR KENYA BUREAU OF STANDARDS

LIST OF COMMERCIAL VEHICLES

NO	REG NO	DESCRIPTION	2013 CAR VALUE	YR OF MANUFACTURE	ENGINE CC	TYPE
1	KAG 762F	CANTER ISUZU	760,000	1996	3300	COMMERCIAL
2	KAV 395E	CANTER MITSUBISHI	1,500,000	2005	3600	COMMERCIAL
3	KBB 155S	ISUZU MINIBUS NQR	2,200,000	2007	4300	COMMERCIAL
4	KBU 088T	MITSUBISHI TRUCK	6,530,800	2012	7545	COMMERCIAL
5	KBT 597N	TOYOTA LAND CRUISER	6,120,560	2012	4200	COMMERCIAL
6	KBT 598N	TOYOTA LAND CRUISER	6,120,560	2012	4200	COMMERCIAL
7	KBT 689N	TOYOTA LAND CRUISER	6,120,560	2012	4200	COMMERCIAL
8	KCD 437G	TOYOTA LAND CRUISER	6,700,653	2014	4200	COMMERCIAL
9	KAW 192Z	NISSAN URVAN	1,060,000	2006	2700	COMMERCIAL
10	KBB 499S	NISSAN URVAN	550,000	2008	2700	COMMERCIAL
11	KBB 497S	NISSAN URVAN	1,500,00	2008	2700	COMMERCIAL
12	Engine No	ISUZU NPR	3,300,000	2014	4300	COMMERCIAL
13		ZB TRAILER FOR TRUCK	1,500,000	2002	-	COMMERCIAL

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TENDER SLIP

INSURED	KENYA BUREAU OF STANDARDS	KSH.
CLASS	MOTOR CYCLE PRIVATE – COMPREHENSIVE	
PERIOD	FROM: 1st July 2016 TO: 30th June 2017	
VEHICLE(S)	As per attached schedule	
DRIVERS	The insured or any other person authorized by him and by law to cycle the insured motor cycle(s)	
LIMITS of Liability	1. Third Party Persons : Unlimited 2. Third Party Property : Unlimited 4. Towing charges : Ksh. 10,000/= 5. Authorized repair Limited : Ksh. 10,000/= 6. Medical Expenses : Ksh. 50,000/=	
USE CLAUSES	Use for Social domestic and pleasure purposes and in connection with the insured's business or profession.	
EXCESS	Own damage Theft claim	
SPECIAL CLAUSES		
ANNUAL PREMIUM	TOTAL	
INSURER		

Quote for the Terms indicated and riders (if any). Prices must be Net inclusive of All Taxes

Please use the tender slip to fill in the details

	KENYA BUREAU OF STANDARDS.
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KENYA BUREAU OF STANDARDS LIST OF MOTOR BIKES

NO	REG NO	DESCRIPTION	2013 CAR VALUE	YR OF MANUFACTURE	ENGINE CC	TYPE
1	KBB 916 S	MOTOR BIKE YAMAHA 175 CC	240,000.00			motor cycle
2	KBB 915 S	MOTOR BIKE YAMAHA 175 CC	170,000.00			motor cycle
3	KCD 053G	MOTOR BIKE YAMAHA 175 CC	475,000.00			motor cycle

	KENYA BUREAU OF STANDARDS.
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INSURED	KENYA BUREAU OF STANDARDS		KSH.
CLASS OF INSURANCE	EMPLOYER'S LIABILITY		
PERIOD	FROM: 1ST JULY 2016	TO: 30TH JUNE 2017	
BASIS OF COVER			
COVER	Indemnity to the insured in respect of death, illness or injury to employees (including temporary and casual staff) arising out of and in the course of their employment at common law.		
INTEREST AND EMPLOYEES COVERED	No. 920	Est. Annual Earnings 945,988,354.00	
LIMITS OF LIABILITY	i. Any One Person : 8,000,000 ii. Any One Occurrence : 25,000,000 iii. Any one Period of Insurance : 50,000,000		
	Special /Extensive Clauses 1. Cancellation Notice -30Days 2. Riots, strikes and civil commotion 3. Jurisdiction Clause –Kenya 4. Travel to and From work/social/sporting activities, e.t.c 5. Premium adjustment Clause 6. Including Directors, Board members, casual and Temporary staff		
NAME EXCLUSIONS			
EXCESS			
ANNUAL PREMIUM			
INSURER			

Quote for the Terms indicated and riders (if any). Prices must be Net inclusive of All Taxes

Please use the tender slip to fill in the details



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TENDER SLIP

INSURED	KENYA BUREAU OF STANDARDS		KSH.
CLASS OF POLICY	MONEY POLICY		
PERIOD	FROM: 1 st July, 2016	TO: 30 th June 2016	
COVER	Loss of money and damage to safes as declared. Money deemed to include cash, currency notes, postal orders, money orders, current postage, revenue stamps& <u>NHIF Stamps</u> and money orders, Uncrossed and scratch cards.		
INTEREST & LIMITS	Cash with authorized staff - 1,500,000.00 Cash in transit to and from bank - 1,500,000.00 Cash in premises outside business hours - 1,000,000.00 Cash in premises during business hours - 2,000,000.00 Estimated Annual carry - 250,000,000.00		
AREA LIMITS	Kenya		
EXCESS BASIS OF VALUATION	Cash-Indemnity Safe - Reinstatement		
ANNUAL PREMIUM	TOTAL		
INSURER	-----		

Quote for the Terms indicated and riders (if any). Prices must be Net inclusive of All Taxes

Please use the tender slip to fill in the details

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TENDER SLIP

INSURED	KENYA BUREAU OF STANDARDS		KSH.
CLASS OF POLICY	FIDELITY GUARANTEE INSURANCE		
PERIOD	FROM: 1 st July, 2016	TO: 30 th June 2017	
BUSINESS/TRADE OF INSURED	Kenya Bureau of standards		
LIMIT OF LIABILITY	No of employees involved in handling cases/stocks/stores-50		
POLICY EXCESS	Anyone person – Ksh. 5,000,000.00 Anyone period – Ksh. 100,000,000.00		
ANNUAL PREMIUM			
	TOTAL		
INSURER			

Quote for the Terms indicated and riders (if any). Prices must be Net inclusive of All Taxes Please use the tender slip to fill in the detail



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TENDER SLIP

INSURED	KENYA BUREAU OF STANDARDS		KSH.
CLASS OF POLICY	FIRE,SPECIAL PERILS AND CONSEQUENTIAL LOSS		
PERIOD	FROM: 1 st July, 2016	TO: 30 th June 2017	
SCOPE OF COVER	Loss or damage occasioned by fire, explosion, earthquake, volcanic eruption, subterranean fire, bushfire, riots and strikes, malicious damage, impact (including by own vehicles) flood, bursting or overflowing of water tanks, pipes etc.		
INTERESTS AND SUMS INSURED	(A) Kenya Bureau of Standards located variously in the country Kenya all valued at Kshs. <u>719,177,038.00</u> (B) Office Equipment and contents of every description at Kenya Bureau of Standards Head Office and various centers within Kenya valued at Kshs. <u>1,082,432,948.00</u> Total Sum Insured: Kshs. <u>1,801,609,986.00</u>		
CLAUSES APPLICABLE	Including designation of property clause, Including capital clause, Including architects, quantity surveyors fee clause, Including Municipal, city plans scrutiny fees clause, Including Internal removal Including alterations and repairs clause Including costs of demolition and erection of loading clause Including reinstatement of loss clause Including temporary removal Including misdescription clause Including definition of building clause Including all other contents/public authorities clause and debris removal		
ANNUAL PREMIUM	TOTAL		
INSURER			

Quote for the Terms indicated and riders (if any). Prices must be Net inclusive of All Taxes

	KENYA BUREAU OF STANDARDS.
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Web: <http://www.kebs.org>
Fax: (+254 02) 50223293/609660

TENDER SLIP

INSURED	KENYA BUREAU OF STANDARDS		KSH.
CLASS OF POLICY	BURGLARY		
PERIOD	FROM: 1 st July, 2015	TO: 30 th June 2016	
SCOPE OF COVER	Loss or damage occasioned by theft, by forcible violence entry into or exit from the premises.		
INTERESTS AND SUMS INSURED	On office equipment, furniture, fittings and contents of every description at Kenya Bureau of Standards Headquarters and various centres within Kenya all valued at Kshs 1,082,432,948.00		
F/L/S/I	Ksh. <u>50,000,000.00</u>		
SPECIAL EXTENSIVE CLAUSE	Including riots and strikes Including armed hold up Including damage to buildings Automatic reinstatement of the loss Watchman's warranty Excluding theft by servant by servant/employee Excluding cash, currency notes and cheque Including the average clause Including good held on trust.		
EXCESS	Maximum----- Minimum-----		
ANNUAL PREMIUM			
INSURER	TOTAL		

Quote for the Terms indicated and riders (if any). Prices must be Net inclusive of All Taxes Please use the tender slip to fill in the details
KENYA BUREAU OF STANDARDS
P.O. BOX 54974



KENYA BUREAU OF STANDARDS.

00200

Tel: (+254 02) 502211, 502443/45

E-mail: info@kebs.org

Web: <http://www.kebs.org>

Fax: (+254 02) 50223293/609660

TENDER SLIP

INSURED	KENYA BUREAU OF STANDARDS		KSH.
CLASS OF POLICY	ALL RISKS INSURANCE		
PERIOD	FROM: 1st July, 2015	TO: 30th June 2016	
SCOPE OF COVER	Loss or damage to the insured's property however arising subjects to the terms, conditions and exclusion of the policy.		
INTERESTS AND SUMS INSURED	<u>Items covered:</u> Office Equipment, including Computers, Printers, Typewriters, Copiers and high risk Laboratory Equipment, Calculators and PABX Switchboards and Telephone handsets. All valued at Ksh. <u>705,482,926.66</u>		
CLAUSE APPLICABLE	Including riots and strikes Locked car boot clause Pairs and sets clause Average clause Including automatic reinstatement of loss.		
EXCESS	Maximum----- Minimum-----		
ANNUAL PREMIUM	TOTAL		
INSURER	-----		

Quote for the Terms indicated and riders (if any). Prices must be Net inclusive of All Taxes

Please use the tender slip to fill in the details



KENYA BUREAU OF STANDARDS.

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TENDER SLIP

INSURED	KENYA BUREAU OF STANDARDS		KSH. Deposit in KSH.	
CLASS OF POLICY	TRAVEL INSURANCE COVER			
PERIOD	FROM: 1st July, 2016	TO: 30th June 2017		
SCOPE OF COVER	<ul style="list-style-type: none"> ➤ Personal Accident whilst in flight/public conveyance or 24 hours for Death or Permanent Total Disability. ➤ Medical Expenses and Assistance Services including transmission of urgent messages and consular referral. ➤ Medical Assistance and direct payment of In-Patient and Out-patient medical bills. ➤ Transport and Repatriation. ➤ Hospitalization allowance. ➤ Hijack. ➤ Cancellation and/or curtailment ➤ Loss of luggage ➤ Delay of luggage ➤ Travel delay ➤ Loss of cash and/or documents ➤ Personal liability and legal expenses etc. ➤ Travel guard protector ➤ Any other 			
INTERESTS AND SUMS INSURED				
CLAUSE APPLICABLE				
EXCESS				
DEPOSIT				
INSURER				

Please use the tender slip to fill in the details

TECHNICAL EVALUATION CRITERIA-MOTOR PRIVATE

No.	Condition	Notes	Weight
	-Third Party Persons : Unlimited	As per Tender	10
	-Third Party Property : Unlimited	As per Tender	10
	-Towing charges : Ksh. 50,000/=	As per Tender	10
	-Authorized repair Limited : Ksh. 50,000/=	As per Tender	10
		As per Tender	10
	-Medical Expenses : Ksh. 50,000/=	As per Tender	10
	-Own damage 2.5% of value	As per Tender	5
	-(min) -----70,000	As per Tender	5
	- (max.).....100,000		
	Theft claim	As per Tender	5
	-(with device) – 5%of value	As per Tender	5
	-(without device)-10% of value	As per Tender	10
	-Special clauses	Any two, 5mks for each	10
	-Extra Benefits		
		Total	100



TECHNICAL EVALUATION CRITERIA-MOTOR COMMERCIAL

No.	Condition	Notes	Weight
	Third Party Persons: Ksh. <u>Unlimited</u>	As per Tender	10
2.	Third Party Property: Ksh. 100,000,000	As per Tender	10
3.	Towing charges: Ksh. 50,000.00	As per Tender	10
4.	Authorized repair limit: Ksh. 50,000.00	As per Tender	10
5.	Medical Expenses: Ksh. 50,000.00	As per Tender	10
6.	Windscreen Ksh. 50,000.00	As per Tender	10
7.	Unspecified radio/cassette Ksh. 50,000.00	As per Tender	10
	Own damage 5% of value	As per Tender	10
	-(min) -----30,000	As per Tender	5
	- (max.).....100,000	As per Tender	5
	Theft claim %of value	As per Tender	5
	-(with device) – 10%of value	As per Tender	5
	-(without device)-20% of value	Any two, 5mks for each	10
	-Special clauses		10
	-Extra Benefits		
		Total	100

TECHNICAL EVALUATION CRITERIA-EMPLOYER'S LIABILITY

No.	Condition	Notes	Weight
	Any One Person : 8,000,000	As per Tender	10
		Higher limits (every one 1m) 5 mks each	20
	Any One Occurrence : 25,000,000	As per Tender	10
		Higher limits (every one 1m) 5 mks each	20
	Any one Period of Insurance : 50,000,000	As per Tender	10
		Higher limits (every one 1m) 5 mks each	20
	-Special clauses	As per Tender	5
	-Extra Benefits	Any two, 5mks for each	5
		Total	100



TECHNICAL EVALUATION CRITERIA- MONEY

No.	Condition	Notes	Weight
	Cash with authorized staff 1,500,000.00	As per tender	15
	Cash in transit to and from bank 1,500,000.00	As per tender	15
	Cash in premises outside business hours 1,000,000.00	As per tender	15
	Cash in premises during business hours 2,000,000.00	As per tender	15
	Estimated Annual carry 250,000,000.00	As per tender	5
	Kenya	As per tender	10
	Cash-Indemnity	As per tender	10
	Safe - Reinstatement	As per tender	10
		Total	100



TECHNICAL EVALUATION CRITERIA- FIDELITY GUARANTEE INSURANCE

No.	Condition	Notes	Weight
	Anyone person – Ksh. 5,000,000.00	As per tender	30
	Anyone period – Ksh. 100,000,000.00	As per tender	30
	Deductible	As per tender	10
	Discovery period (6month)	As per tender	20
		One year	10
		Total	100



TECHNICAL EVALUATION CRITERIA- FIRE & RELATED PERILS

No.	Condition	Notes	Weight
	Fire,	As per tender	10
	Explosion,	As per tender	10
	Earthquake,	As per tender	10
	Volcanic Eruption,	As per tender	10
	Subterranean Fire,	As per tender	5
	Bushfire,	As per tender	5
	Riots And Strikes,	As per tender	10
	Malicious Damage,	As per tender	10
	Impact (Including By Own Vehicles)	As per tender	5
	Flood,	As per tender	5
	Bursting or overflowing of water tanks, pipes		10
	Terrorism	As per tender	10
		As per tender	
		Total	100



TECHNICAL EVALUATION CRITERIA- BURGLARY

No.	Condition	Notes	Weight
	Riots and Strikes	As per tender	10
	Armed Hold Up	As per tender	10
	Damage To Building	As per tender	10
	Automatic Reinstatement Of The Loss	As per tender	20
	Watchman's Warranty	As per tender	10
	Average Clause	As per tender	10
	Good Held On Trust.	As per tender	10
	Policy Excess: Min.		10
	: Max		10
		Total	100



TECHNICAL EVALUATION CRITERIA- TRAVEL INSURANCE

No.	Condition	Notes	Weight
	<ul style="list-style-type: none"> ➤ Personal Accident whilst in flight/public conveyance or 24 hours for Death or Permanent Total Disability. 	As per tender	20
	<ul style="list-style-type: none"> ➤ Medical Expenses and Assistance Services including transmission of urgent messages and consular referral. 		10
	<ul style="list-style-type: none"> ➤ Medical Assistance and direct payment of In-Patient and Out-patient medical bills. 		5
	<ul style="list-style-type: none"> ➤ Transport and Repatriation. 		5
	<ul style="list-style-type: none"> ➤ Hospitalization allowance. 		5
	<ul style="list-style-type: none"> ➤ Hijack. 		5
	<ul style="list-style-type: none"> ➤ Cancellation and/or curtailment 	As per tender	5
	<ul style="list-style-type: none"> ➤ Loss of luggage 		5
	<ul style="list-style-type: none"> ➤ Delay of luggage 		5
	<ul style="list-style-type: none"> ➤ Travel delay 		5
	<ul style="list-style-type: none"> ➤ Loss of cash and/or documents 		10
	<ul style="list-style-type: none"> ➤ Personal liability and legal expenses etc. 		10
	<ul style="list-style-type: none"> ➤ Travel guard protector 		10
		Total	100



TECHNICAL EVALUATION CRITERIA- ALL RISKS

No.	Condition	Notes	Weight
	Riots And Strikes	As per tender	20
	Locked Car Boot Clause	As per tender	10
	Pairs And Sets Clause	As per tender	20
	Automatic reinstatement of loss.	As per tender	20
	Average Clause	As per tender	10
	Good Held On Trust.	As per tender	10
	Employee Personal Effects	As per tender	5
	Policy Excess: Min.&Max		5
		Total	100



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 _____ 2016

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Form

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10		
11		
12		
13		
14		
15		

INSURANCE COMPANIES

N0.	QUALIFICATIONS	YES/NO	REMARKS
1	Certificate of Registration/Incorporation		
2	Evidence of operation for at least five continuous (5 years).		
3	KRA PIN Certificates.		
4	KRA VAT Registration Certificates.		
5	KRA Tax Compliance Certificates		
6	License with commissioner of Insurance for the year 2016		
7	Paid up capital – KES450M		
8	Minimum annual gross premium KES 500M for 2011		
9	Reinsurance slip/cover for the year 2016		
10	Audited accounts for the year 2014 or 2015		
11	5 (five) current reputable clients		
12	Number of management staff at least twenty		
13	Indicated Excess where applicable		

INSURANCE BROKERS

NO.	QUALIFICATIONS	YES/NO	REMARK
1	Certificate of Registration/Incorporation		
2	Evidence of operation for at least five continuous (5 years).		
3	KRA PIN Certificates.		
4	KRA VAT Registration Certificates.		
5	KRA Tax Compliance Certificates		
6	License with Insurance Regulatory Authority for the year 2016		
7	AIBK certificate for the year 2016		
6	Professional Indemnity Insurance Cover KES 30M		
9	Bank guarantee of KES.3 million deposit with the Insurance Regulatory Authority		
10	Audited accounts for the year 2014 or 2015.		
11	5(five) reputable current clients		
12	Management team at least five		
13	Indicated Excess where applicable		
14	Insurer meets part 1 of the special conditions		

KEBS past experience with both Insurer and Brokers will be considered where applicable.

FINANCIAL EVALUATION

Excess where applicable will be used in financial evaluation.



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:

WHEREAS the Procuring entity invited tenders for the GPA 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
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

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 particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applies to your type of business.

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

Part 1 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



	<p align="center">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details.....</p> <p>Date.....Signature of Tenderer.....</p>																				
	<p align="center">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>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> </tbody> </table> <p>Date.....Signature of Tenderer.....</p>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p align="center">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>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> </tbody> </table> <p>Date.....Signature of Tenderer.....</p>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		



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