



TENDER DOCUMENT

FOR

TENDER FOR PROVISION OF GPA, GROUP LIFE, WIBA

TENDER NO. NACC/...../2018-2019

CLOSING MAY 21, 2019 at 10:00 AM

LANDMARK PLAZA,
ARGWINGS KODHEK ROAD
P.O. BOX 61307 – 00200
TEL: 020-2896000/2715144
NAIROBI, KENYA.
E-mail: communication@nacc.or.ke
Website: www.nacc.or.ke

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TENDER NO. NACC/...../2018-2019-

**TENDER NAME: TENDER FOR PROVISION OF GPA, GROUP LIFE, WIBA BY
UNDERWRITERS**

The National AIDS Control Council (NACC) invites sealed tenders from eligible candidates for the Provision of General Insurance Covers for NACC. The contract will be for a period of two years subject annual Satisfactory Performance review in the first year.

The tender document may be viewed and downloaded from the NACC's website www.nacc.or.ke or in public procurement information portal in www.tenders.go.ke for free or at Kshs 1,000 for printed copy payable through a banker's cheque addressed to Chief Executive Officer, National AIDS Control Council.

Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for **150 days**.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender name and number and be deposited in the tender box provided at the NACC Offices, 9th floor, Landmark Plaza, Argwings Kodhek Road , Nairobi addressed to:

The Chief Executive Officer,
National AIDS Control Council,
P. O. Box 61307 - 00200
NAIROBI

To be received on or before **May 21, 2019 at 10:00 AM**.

Tenders must be accompanied by a Tender Security of **Kshs. 200,000** in form of a bank guarantee from a reputable bank or an insurance company approved by the Public Procurement Regulatory Authority (PPRA) payable to the Chief Executive Officer, National AIDS Control Council (*No self-insured tender security*). Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the **6th floor Board Room, Landmark Plaza, Argwings Kodhek Road**.

CHIEF EXECUTIVE OFFICER
NATIONAL AIDS CONTROL COUNCIL

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. NACC's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate.
- 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 NACC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and NACC, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 NACC shall allow the tenderer to review the tender document free of charge before in the website.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire
 - x) Performance security form
 - xi) Bank details

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify NACC in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. NACC will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by NACC. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents.

2.4.2. NACC 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 NACC may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, NACC, 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, NACC, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

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

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components: 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 Clause 2.11 that the tenderer is eligible to Tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12 (d) Confidential business questionnaire

Form of Tender

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

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

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

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

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

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by NACC as non-responsive, pursuant to paragraph 2.20

2.12.6 Unsuccessful tenderers security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by NACC.

2.12.7 The successful tenderers tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.37.

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by NACC on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 2.26.

or

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

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

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **150 days** or as specified in the invitation to tender after date of tender opening prescribed by NACC, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by NACC as nonresponsive.

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

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare one copy of the tender, clearly marked "ORIGINAL TENDER" as appropriate.

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 unamended 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 of the tender in an envelope, duly marking the envelope as "ORIGINAL" The envelope shall:

(a) Be addressed to NACC 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 **May 21, 2019 at 10:00 AM.**"

2.15.2 The envelope shall 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 envelope is not sealed and marked as required by paragraph 2.15.1, NACC 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 NACC at the address specified in the appendix to instructions to tenderers no later than **May 21, 2019 at 10:00 AM.**

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

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

2.17 Modification and withdrawal of tenders

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

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.

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

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

2.18 Opening of Tenders

2.18.1 NACC will open all tenders in the presence of tenderers' representatives who choose to attend, on **May 21, 2019 at 10:00 AM** in the location specified in the invitation to tender. 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 NACC, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 NACC will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

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

2.19.2 Any effort by the tenderer to influence NACC in the 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 NACC will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 NACC may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, NACC 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. NACC'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 NACC and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, NACC 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 NACC will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

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

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

(a) Operational Plan.

NACC 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 NACC's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule.

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

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting NACC

2.23.1 Subject to paragraph 2.19, no tenderer shall contact NACC 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 NACC in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

- a) Post qualification

2.24.1 In the absence of pre-qualification, NACC will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as NACC 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 NACC will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

Award Criteria

2.24.4 Subject to paragraph 2.29 NACC will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.5 NACC 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 NACC's action. If NACC determines that none of the tenderers is responsive; NACC shall notify each tenderer who submitted a tender.

2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

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

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

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, NACC will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

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

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

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

2.27.2 Failure of 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 NACC may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 NACC requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 NACC will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for 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'.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Proposed underwriter Licensed by the Insurance Regulatory Authority to do business in Kenya
2.9	Price to be charged for tender documents. The tender document shall be downloaded free of charge from www.nacc.or.ke or www.tenders.go.ke
2.10	Particulars of other currencies allowed. None
2.11	Particulars of tender security if applicable. Kshs. 200,000 valid for 150 days after date of tender opening.
2.8	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by PPRA. Self-guaranteed tender security not allowed.
2.1.3	Validity of Tenders: Tenders Shall remain valid for 150 days after date of tender opening.
2.16	Bulky tenders which do not fit in the tender box shall be delivered to the Chief Executive Officer's office on 9 th Floor, Landmark Plaza. Argwings Kodhek Road.
2.20	PRELIMINARY EVALUATION CRITERIA Tenderers are required to meet the following MANDATORY REQUIREMENTS which will be used during Preliminary Examination to determine responsiveness

	1. Must be registered with the Insurance Regulatory Authority for the year 2019.	Evidence to be availed is the valid certificate
	2. Submit copy of Certificate of Registration/Incorporation from the Registrar of Companies.	Evidence to be availed is the valid certificate
	3. Submit Valid Tax Compliance Certificate from Kenya Revenue Authority.	Evidence to be availed is the valid certificate
	4. Must submit completed Confidential Business Questionnaire form in the format provided.	Evidence to be availed is a duly filled Confidential Business Questionnaire.
	5. Submit membership certificate for year 2019 from the Association of Kenya Insurers (AKI) for underwriters	Evidence to be availed is the valid certificate
	6. Must Submit sample policy documents for all the covers	Evidence to be availed is the sample policy documents.
	7. Must Submit a Tender Security of Kshs. 200,000 valid for 150 days after date of tender opening	Evidence to be availed is a valid tender security
	8. Must fill the form of tender in the format provided	Evidence to be availed is a completed form of tender in the format provided.
	9. Must fill the price schedule in the format provided	Evidence to be availed is a completed price schedule in the format provided.
	10. Must tender to provide all the covers required	Evidence to be availed is comprehensive quotation for all policies.
2.24	Particulars of post – qualification if applicable. NACC may inspect the premises and confirm details	
2.22	FINANCIAL EVALUATION 1. The financial evaluation and final ranking of the bids will take into consideration the scope of the cover in	

	<p>relation to the premium, Exclusion Clauses, and other pertinent terms and conditions of tender.</p> <p>2. The evaluation committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be Included in other costs in the proposal. In all cases, the total price of the bid as submitted shall prevail.</p>
2.24	<p>Award Criteria: <i>Award will be made to the overall lowest evaluated bidder of all the policies sought. The contract will be for a period of two years and subject to annual Satisfactory Performance review.</i></p>
2.27	<p>Particulars of performance security, 10% of contract sum</p>
Others necessary aspects	<p>Complete as necessary.</p> <p>Negotiations may be held with the tenderer with the lowest evaluated bidder, and upon successful negotiations will be awarded the contract. If negotiations fail with the tenderer with the lowest evaluated bidder, the bidder with the second lowest evaluated bidder will be invited by NACC for negotiations, and upon successful negotiations, be awarded the tender.</p>

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

	Special Condition of Contract
2.7	Performance Security: Specify performance security if applicable: 10% of tender sum
2.7	Payments: Specify as necessary: Annual premium to be paid upfront upon signing of the contract and delivery of policy documents/endorsements.
2.7	Price adjustment: Specify price adjustments: None
2.7	Applicable law: Specify resolution of disputes allowed: Disputes to be settled as per the Arbitration Laws of Kenya
2.7	Notices: Indicate full address of Client: NATIONAL AIDS CONTROL COUNCIL, Land Mark Plaza, 9 th Floor, Argwings Kodhek Road. P. O. Box 61307-00200, Nairobi

CONDITIONS TO BE MET BY THE INSURANCE COMPANY- MANDATORY

No	Criteria	
	Serialization of the bid document from the top page to the last page in numerical format	Document Reference and Page Number
	Underwriter	
1	Must be registered with the IRA for current year and a certified copy of valid/current license be submitted with the tender documents-	
2	Must have done annual General insurance premium in previous year of Ksh 5 billion excluding motor vehicle portfolio	
	Must have a Global credit rating	
	ISO certified	
	Technical expertise & Operations Methodology	
3	Must have paid at least Kshs 700 million in claims	
4	Must provide a list of 5 reputable clients and the combined total clients' premium for the previous year should not be less than 100 million.	
5	Must submit a copy of the audited accounts for the last 3 years with proof of profitability and evidence of claims settlement as provided in financial statement	
6	Must have 5 senior management staff with at least 50 staff population in other cadre	
7	Must submit copies of the following documents	
	(I) PIN from KRA	
	(II) Tax Compliance Certificate	
	(III) Certificate of Registration/ Incorporation	
8	Must provide at least 5 Government institutions, departments/state corporations the insurance company has covered in the last 2 years with the accompanied premiums paid	
9	Must indicate claims settlement procedures and attach evidence of 5 recently settled claims	
10	The insurance company should have wide and reliable branch network	
11	Evidence of Global Credit Rating	

SECTION V - SCHEDULE OF REQUIREMENTS

(1) GENERAL

NACC seeks to engage an Insurance Underwriting Company to provide insurance covers listed below as per the details provided in section VI – Description of services:-

1. Work Injury Benefits Act (WIBA) last expense and critical illness.
2. Employers' liability insurance (common law)
3. Group Life
4. Group Personal Accident

The contract will be for a period of two years effective July 1, 2019 subject to annual Satisfactory Performance review in the first year. During this period, the insurer will be required to maintain all the required licenses.

(2) **SPECIFIC DETAILS OF SERVICE (SDS)**

Below are the specific details of cover (SDS) required by NACC

(a) **Employers' Liability Insurance (Common Law)**

- i. It shall be generally understood that a claim shall attach to the policy upon receipt of either a demand letter or summonses to enter an appearance by NACC and NOT on the occurrence of an occupational injury/illness as not all occupational injuries end up in litigation.
- ii. Ensure appointment of a defense advocate by the recommended underwriter and submit copy of letter appointing advocate to NACC within three (3) days of notification of a claim by NACC.
- iii. Ensure entering of appearance by the appointed advocate and submit memo of appearance to NACC within seven (7) days of receipt of summonses from NACC.
- iv. Prepare and submit to NACC updated litigation schedule of upcoming court appointments on a quarterly basis.
- v. Prepare and submit to NACC claim status summary reports on a quarterly basis.

(c) **Work Injury Benefits Act (WIBA)**

- i. Partial Discharge Vouchers (DVs) on accruing accidental medical expenses shall be issued and payment processed on a quarterly basis.
- ii. For permanent total disability (PTD) claims with an initial disability assessment greater than 5%, the claimants shall be referred for medical re-examination (2nd opinion) by the recommended underwriter within fourteen (14) days of submission of the initial assessment medical certificate by NACC.
- iii. A copy of the medical re-examination report and a corresponding discharge voucher where applicable shall be availed to NACC within fourteen (14) days of medical re-examination of claimants by the recommended underwriter.
- iv. Last Expense claims shall be settled within 48 hours of notification of claim.

- v. Permanent Total Disability (PTD) claims with an initial disability assessment of 5% or less shall not be subjected to the requirement of a medical reexamination by the recommended underwriter.

3. OTHERS DETAILS

- (i) Structuring policy covers in accordance with the tenders submitted.
- (ii) Confirmation to NACC in writing of receipt of premiums remitted within 7 days of remittance.
- (iii) Ensure Policy Document and any Endorsement there-in is as in the Tender document and should not restrict cover by way of warranties or endorsements or special conditions subsequent to award.
- (iv) Ensure the policy document or endorsement is deposited with the NACC within fifteen (15) days of inception of cover.
- (v) Ensure travel Certificates are received in NACC's offices, within twelve (12) hours of request.
- (vi) Ensure prompt settlement of claims as provided hereunder:
 - (a) All fully documented WIBA claims - within fourteen (14) days.
 - (b) All documented property claims - within twenty one (21) days
- (vii) Ensure that the sums insured under the policy are adjusted accordingly as directed by NACC from time to time.
- (viii) Negotiate amicably on any other pertinent aspects that may arise during the term of the policy.
- (ix) Carry out Loss control surveys and make appropriate risk improvement recommendation to NACC.
- (x) Such other services as may be related or ancillary to the due performance of the above work.

(4) FACILITIES TO BE PROVIDED BY NACC

- (i) Provide information required for the assignment within reasonable time of request.
- (ii) Provide timely comments and or documents prepared for the Assignment.
- (iii) Provide any such details as may be requested tenderer/underwriter from time to time.
- (iv) Provide premises and facilitate meetings.
- (v) Facilitate and co-ordinate Loss Control Surveys.

SECTION VI -DESCRIPTION OF SERVICES

COVERS REQUIRED BY NACC

1. Work Injury Benefits Act (WIBA) last expense and critical illness.
2. Employers' liability insurance (common law)
3. Group Life
4. Group Personal Accident

SPECIFIC DETAILS OF SERVICES

The Specific Details of Services will include:

1. WORK INJURY BENEFITS ACT (WIBA)

COVER DETAILS		BIDDERSREMARKS / OFFER AGAINST EVERY ITEM
POLICY	Work injury benefits Act (WIBA)	
PERIOD	1.7.2019 – 30.6.2021, Renewable annually subject to Satisfactory Performance	
SCOPE OF COVER	Provides cover to employees as per the requirements of the Work Injury Benefit Act 2007. Coverage to be on 24 hour basis. See employees details below annex 1	
A INTEREST/SUM INSURED	Benefits	
	<input checked="" type="checkbox"/> Death in service benefit – 8 years gross earnings as follows	
	<input checked="" type="checkbox"/> Permanent Total Disability- Maximum 8 years’ gross earnings	
	<input checked="" type="checkbox"/> Occupational Illness- Maximum 8 years’ gross earnings	
	<input checked="" type="checkbox"/> Temporarily Total Disability- Maximum 1 years’ gross earnings	
	<input checked="" type="checkbox"/> Accidental medical expenses- Up to a maximum of Ksh 1,000,000	
CANCELLATION NOTICE	Sixty (60) Days	
EXTENSIVE CLAUSES	1. Accumulation limit – Kshs. 150,000,000/=	
	2. Age limit: 18-70 years	
	3. Disappearance	
	4. Worldwide cover	

	5. Exposure	
	6. Hijack	
	7. Payment on account	
	8. Declaration	
	9. Automatic additions/deletions	
	10. Riot, strike and civil commotion	
	11. Trustees	
	12. 24 hour cover duty or pleasure	
	13. Including aviation risks	
	14. Evacuation within East Africa	
	15. Political risks	
	16. Suicide	
ADDITIONAL REMARKS		

STAFF DETAILS

Staff category	No. of staff	Gross Earnings (Per Month) in Ksh
On Contract	155	Kshs. 19,000,000

2. **EMPLOYERS' LIABILITY INSURANCE (COMMON LAW)**

COVER DETAILS		BIDDERSREMARKS / OFFER AGAINST EVERY ITEM
POLICY	Employers' liability insurance (common law)	
PERIOD	1.7.2019 – 30.6.2021, Renewable annually subject to Satisfactory Performance	
SCOPE OF COVER	Indemnity against NACC's legal liabilities to employees arising from death or bodily injury and or illness arising out of and in the course of employment during the period of the policy. A claim shall be deemed properly notified to the insurer upon receipt and forwarding of demand letter and or summonses to enter appearance to the broker and or insurer. Policy subject to annual declaration of earnings and premium adjustment.	
INTEREST/SUM ASSURED	Estimated Annual Gross Wage Roll – Kshs 228,0000,000	
EXCESS	Nil	
CANCELLATION NOTICE	Sixty(60)Days	
	1. Riot, strike and civil commotion	
	2. Travel to and from work, social, sporting activities including use of motor vehicles	
	3. Arbitration	

3. Group Life

COVER DETAILS		BIDDERSREMARKS / OFFER AGAINST EVERY ITEM
POLICY	Group Life	
PERIOD	1.7.2019 – 30.6.2021, Renewable annually subject to Satisfactory Performance	
SCOPE OF COVER	Indemnity in respect of an employee's death during the period of insurance and in the course of employment	
INTEREST/SUM ASSURED	<ul style="list-style-type: none"> • Covers death while in service or while still a member of the Group. • Provides a 24 hour cover on a world-wide basis • PTD – 3 Years Salary • Last Expense Min KES 200,000 • Critical illness: 30% of Group life Death in service Cover based on 3 years' salary 	
EXCESS	As per bidder proposal subject to evaluation in comparison with other bidders	
CANCELLATION NOTICE	Minimum Three months	

4. Group Personal Accident

COVER DETAILS		BIDDERSREMARKS / OFFER AGAINST EVERY ITEM
POLICY	Group Personal Accident	
PERIOD	1.7.2019 – 30.6.2021, Renewable annually subject to Satisfactory Performance	

SCOPE OF COVER	Accident	
INTEREST/SUM ASSURED	Group Personal Accident (Senior Management Staff) NACC 1 – 3 Group Personal Accident (Middle Management) NACC 4 – 5 Group Personal Accident (Support Roles) NACC 6 – 9 Staff salaries as per list below	
EXCESS	As per bidder proposal subject to evaluation in comparison with other bidders	
CANCELLATION NOTICE	Minimum three months	

LIST OF STAFF MEMBERS

S.NO	DATE OF BIRTH	AGE	POSITION NAME	GRADE	BASIC
1	30-7-1974	44	CEO	NACC 1	539,721.00
2	20-1-1961	58	Deputy Director	NACC 2	422,576.00
3	24-11-1968	50	Deputy Director	NACC 2	346,686.00
4	1-1-1969	50	Deputy Director	NACC 2	393,220.00
5	23-3-1965	54	Deputy Director	NACC 2	346,686.00
6	10/08/1972	46	BZ Coordinator	NACC 2	200,375.00
7	14-7-1977	41	Head, County Support	NACC 3	254,901.00
8	17-5-1965	53	Head Performance	NACC 3	271,470.00
9	19-4-1970	48	Head M&E	NACC 3	254,901.00
10	24-11-1969	49	Head Procurement	NACC 3	271,470.00
11	1-12-1972	46	Head HR & Admin	NACC 3	307,908.00
12	5-11-1965	53	Head Internal A	NACC 3	254,901.00
13	29-1-1978	41	Head Finance	NACC 3	271,470.00
14	9-8-1978	40	Head Technical support	NACC 3	254,901.00
15	6-1-1980	39	Head Legal Services	NACC 3	254,901.00

16	2-8-1979	39	Head MIS	NACC 3	239,344.00
17	9-11-1979	39	Head, Policy and Strategy	NACC 3	239,344.00
18	6-4-1979	39	Head Communication	NACC 3	224,736.00
19	6-7-1969	49	Principal Accountant	NACC 4	170,273.00
20	15-2-1973	46	Programme Officer	NACC 4	170,273.00
21	12-4-1968	50	Programme Officer	NACC 4	216,680.00
22	10-5-1967	51	PA to Director	NACC 4	170,273.00
23	14-1-1976	43	Programme Officer	NACC 4	150,123.00
24	16-3-1978	41	Principal Accountant	NACC 4	181,341.00
25	11-4-1975	43	Programme Officer	NACC 4	181,341.00
26	21-11-1979	39	Programme Office	NACC 4	159,881.00
27	25-5-1978	40	Programme Officer	NACC 4	181,341.00
28	21-6-1973	45	Programme Officer	NACC 4	170,273.00
29	21-11-1975	43	Programme Officer	NACC 4	181,341.00
30	7-12-1967	51	PO Public Sector	NACC 4	205,682.00
31	10-1-1973	46	PO IEC	NACC 4	181,341.00
32	21-8-1977	41	Senior Procurement	NACC 4	170,273.00
33	29-2-1964	55	PO Capacity Building	NACC 4	193,128.00
34	28-6-1964	54	Legal Officer	NACC 4	181,341.00
35	3-3-1980	39	Legal Officer	NACC 4	181,341.00
36	14-11-1984	34	Programme Officer	NACC 4	170,273.00
37	28-4-1979	39	Programme Officer	NACC 4	170,273.00
38	7-2-1985	34	Human Resource	NACC 4	170,273.00
39	23-11-1974	44	Chief Assistant Office Administrator	NACC 5	118,000.00
40	15-9-1976	42	Systems Admin.	NACC 5	149,894.00
41	12-9-1973	45	Regional HIV Coordinator	NACC 5	149,894.00
42	11-2-1974	45	Regional HIV Coordinator	NACC 5	146,170.00
43	22-7-1971	47	Regional HIV Coordinator	NACC 5	110,798.00
44	3-7-1975	43	Regional HIV Coordinator	NACC 5	142,538.00
45	4-6-1975	43	Regional HIV Coordinator	NACC 5	125,670.00
46	1-1-1972	47	Regional HIV Coordinator	NACC 5	110,798.00
47	7-6-1977	41	Regional HIV Coordinator	NACC 5	118,000.00
48	1-12-1978	40	Senior Accountant	NACC 5	142,538.00
49	16-5-1959	59	Regional HIV Coordinator	NACC 5	110,798.00
50	24-8-1979	39	Regional HIV Coordinator	NACC 5	125,670.00
51	24-8-1974	44	Regional HIV Coordinator	NACC 5	110,798.00
52	8-1-1982	37	Regional HIV Coordinator	NACC 5	110,798.00
53	10-8-1983	35	Regional HIV Coordinator	NACC 5	110,798.00
54	1-4-1984	34	Communication Officer	NACC 5	125,670.00
55	2-5-1987	31	Data Base Administrator	NACC 5	118,000.00
56	23-5-1990	28	Regional HIV Coordinator	NACC 5	110,798.00
57	7-2-1982	37	Regional HIV Coordinator	NACC 5	110,798.00

58	16-8-1968	50	PO Development partners	NACC 5	118,000.00
59	27-4-1987	31	Internal Auditor	NACC 5	118,000.00
60	22-2-1983	36	Regional HIV Coordinator	NACC 5	110,798.00
61	18-11-1991	27	Programme Officer	NACC 5	110,798.00
62	29-7-1967	51	Regional HIV Coordinator	NACC 5	110,798.00
63	23-2-1985	34	Internal Auditor	NACC 5	104,036.00
64	24-9-1983	35	Systems Analyst	NACC 5	104,036.00
65	16-10-1983	35	Program Officer	NACC 5	104,036.00
66	4-7-1978	40	Administration Officer	NACC 5	104,036.00
67	17-7-1991	27	Regional HIV Coordinator	NACC 5	104,036.00
68	27-7-1968	50	Senior Assistant Office Administrator	NACC 6	91,788.00
69	13-12-1960	58	Administration Officer	NACC 6	66,994.00
70	5-5-1970	48	Records Management Officer	NACC 6	91,788.00
71	23-11-1967	51	Senior Assistant Office Administrator	NACC 6	80,925.00
72	6-2-1980	39	Accountant 1	NACC 6	91,788.00
73	11-1-1981	38	Administration officer	NACC 6	91,788.00
74	11-12-1964	54	Accountant 1	NACC 6	91,788.00
75	7-10-1978	40	Accountant 1	NACC 6	75,986.00
76	26-8-1983	35	Accountant 1	NACC 6	75,986.00
77	14-10-1978	40	Accountant 1	NACC 6	75,986.00
78	27-12-1975	43	Accountant 1	NACC 6	75,986.00
79	5-9-1971	47	Accountant 1	NACC 6	86,186.00
80	10-10-1967	51	Accountant 1	NACC 6	86,186.00
81	28-11-1984	34	Accountant 1	NACC 6	75,986.00
82	12-12-1984	34	Accountant 1	NACC 6	75,986.00
83	21-11-1981	37	Senior Assistant Office Administrator	NACC 6	75,986.00
84	3-11-1976	42	Senior Assistant Office Administrator	NACC 6	75,986.00
85	6-7-1989	29	Internal Auditor	NACC 6	75,986.00
86	25-2-1984	35	Internal Auditor	NACC 6	75,986.00
87	26-8-1981	37	Communication Officer	NACC 6	75,986.00
88	15-1-1986	33	Accountant 1	NACC 6	71,349.00
89	9-4-1987	31	Accountant 1	NACC 6	71,349.00
90	7-12-1986	32	Accountant 1	NACC 6	71,349.00
91	30-1-1979	40	Accountant 1	NACC 6	71,349.00
92	8-8-1988	30	Accountant 1	NACC 6	71,349.00
93	21-7-1986	32	Accountant 1	NACC 6	71,349.00
94	2-1-1987	32	Accountant 1	NACC 6	71,349.00
95	15-2-1992	27	ICT Service Desk Officer	NACC 6	71,349.00
96	6-6-1986	32	Procurement Officer	NACC 6	104,036.00
97	13-5-1962	56	Assistant Office Administrator	NACC 7	62,918.00
98	10-3-1969	50	Assistant Office Administrator	NACC 7	62,918.00
99	14-12-1956	62	Assistant Office Administrator	NACC 7	62,918.00

100	12-12-1960	58	Senior Driver	NACC 7	55,473.00
101	1-1-1965	54	Senior Driver	NACC 7	44,377.00
102	28-8-1977	41	Regional Data Officer	NACC 7	48,908.00
103	29-3-1974	45	Office Administrator	NACC 7	62,918.00
104	8-7-1976	42	Office Administrator	NACC 7	62,918.00
105	29-11-1984	34	Procurement Officer	NACC 7	62,918.00
106	8-8-1979	39	Regional Data Officer	NACC 7	48,908.00
107	21-7-1984	34	Regional Data Officer	NACC 7	48,908.00
108	6-5-1983	35	Regional Data Officer	NACC 7	48,908.00
109	16-2-1977	42	Front Office Ex	NACC 7	48,908.00
110	8-4-1974	44	Secretary	NACC 7	59,078.00
111	2-8-1986	32	Regional Data Officer	NACC 7	48,908.00
112	21-3-1981	38	Data Officer	NACC 7	48,908.00
113	4-4-1988	30	Regional Data Officer	NACC 7	48,908.00
114	23-10-1981	37	Senior Driver	NACC 7	36,738.00
115	17-5-1986	32	Records Management Officer	NACC 7	52,087.00
116	7-4-1984	34	Regional Data Officer	NACC 7	48,908.00
117	27-8-1993	25	Regional Data Officer	NACC 7	48,908.00
118	5-6-1994	24	PO - Adolescents	NACC 7	44,441.60
119	5-1-1992	27	Records Management Officer	NACC 7	45,923.00
120	4-3-1960	59	Driver	NACC 8	44,377.00
121	1-1-1961	58	Driver	NACC 8	44,377.00
122	2-2-1975	44	Driver	NACC 8	44,377.00
123	24-10-1973	45	Driver	NACC 8	44,377.00
124	16-6-1981	37	Driver	NACC 8	44,377.00
125	19-2-1976	43	Driver	NACC 8	44,377.00
126	25-12-1971	47	Driver	NACC 8	44,377.00
127	23-8-1972	46	Driver	NACC 8	34,495.00
128	2-11-1987	31	Receptionist	NACC 8	34,495.00
129	21-7-1973	45	Receptionist	NACC 8	41,669.00
130	10-1-1972	47	Driver	NACC 8	34,495.00
131	17-6-1974	44	Driver	NACC 8	41,669.00
132	19-1-1986	33	Driver	NACC 8	39,125.00
133	3-6-1983	35	Driver	NACC 8	13,582.90
134	25-5-1973	45	Driver	NACC 8	29,255.50
135	9-3-1982	37	Driver	NACC 8	36,738.00
136	11-8-1973	45	Driver	NACC 8	36,738.00
137	24-12-1982	36	Driver	NACC 8	36,738.00
138	4-4-1980	38	Driver	NACC 8	36,738.00
139	8-8-1976	42	Driver	NACC 8	36,738.00
140	7-7-1980	38	Driver	NACC 8	36,738.00
141	30-5-1975	43	Driver	NACC 8	36,738.00

142	1-7-1980	38	Driver	NACC 8	36,738.00
143	27-3-1977	42	Driver	NACC 8	32,390.00
144	31-12-1979	39	Driver	NACC 8	32,390.00
145	1-1-1993	26	Driver	NACC 8	32,390.00
146	2-1-1980	39	Driver	NACC 8	21,941.60
147	25-7-1982	36	Driver	NACC 8	13,582.90
148	12-10-1963	55	Support Staff	NACC 9	35,529.00
149	13-5-1960	58	Support Staff	NACC 9	35,529.00
150	21-3-1973	46	Support Staff	NACC 9	35,529.00
151	13-8-1978	40	Support Staff	NACC 9	35,529.00
152	11-5-1985	33	Support Staff	NACC 9	27,358.00
153	24-12-1983	35	Support Staff	NACC 9	27,358.00
154	20-2-1974	45	Support Staff	NACC 9	21,166.00
155	10-8-1996	22	Office Assistant	NACC 9	17,522.00
156	30-5-1993	25	Office Assistant	NACC 9	17,522.00
157	3-5-1995	23	Office Assistant	NACC 9	17,522.00

17,114,776.50

PRICE SCHEDULE OF SERVICES

Name of Tenderer:.....

Tender Number:

Based on the information contained in the Description of Services, Tenderers should provide a breakdown of costs in the format shown below. The cost should include applicable taxes.

INSURANCE PREMIUMS

No.	Insurance Cover	Premium in Ksh inclusive of all taxes and levies
1	Work Injury Benefits Act (WIBA).	
2	Employers' liability insurance (common law)	
3	Group Life	
4	Group Personal Accident	
	TOTAL (amount to be transferred to the form of tender)	

Signature and Rubber Stamp of tenderer

TECHNICAL EVALUATION RESPONSE FORM

In this section tenderers are expected to provide information to enable NACC assess their capability to provide the covers.

Each tenderer is therefore expected to provide comprehensive responses in the last column headlined “BIDDERS REMARKS/OFFER AGAINST EVERY ITEM”.

For the other details, Marks will be awarded as indicated in each cover detail (Item).

Summary marks

No.	Insurance Cover	Marks
1	Work Injury Benefits Act (WIBA).	8
	Employers' liability insurance (common law)	
	Group Life	
	Group Personal Accident	
2	i) Rated by a reputable rating agency like, AIBK or AKI within the last 18 months.	5
3	Industry or peer awards	5
4	ii) Establishment and implementation of a Quality Management System e.g. ISO 9001:2008.	5
5	iii) List of 5 (five) reputable clients excluding NACC for whom they have handled insurance business.	5
6	Evidence of claims settlement procedure	5
7	Evidence of Claims Settled in line with Audited Accounts for the last two years	5
8	Evidence of Credit Rating	12
	TOTAL	50
The minimum technical score to proceed to financial evaluation is 70% and only tenderers who secure the minimum technical score will be financially evaluated. In addition, tenderers must submit bids for all the classes of insurance.		

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.4 Patent Right's

The tenderer shall indemnify NACC 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.

3.5 Performance Security

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

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

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

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

3.5.4 The performance security will be discharged by NACC and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

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

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

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

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

3.7 Payment

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

3.8 Prices

3.8.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in NACC's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

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

3.10 Termination for Default

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

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

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

3.11 Termination of insolvency

NACC may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to NACC.

3.12 Termination for convenience

- 3.12.1 NACC 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 NACC convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.12.2 For the remaining part of the contract after termination NACC may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 Resolution of disputes

- 3.13.1 NACC's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 3.13.2 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.

3.14 Governing Language

- 3.14.1 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.

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: 10% of Contract Sum
3.7	Specify method Payments. Payments to be made on monthly basis after the services have been rendered.
3.8	Specify price adjustments allowed. None
3.14	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses of both parties. Client: National Aids Control Council Landmark plaza, 9 th Floor P. O. Box 61307-00200 Nairobi
Other's as necessary	Complete as necessary

SECTION VII - 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. Format of Tender Security Instrument - When required by the tender document the tenderer shall provide the tender security in the form included hereinafter.
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 NACC.
7. List of Clients - The form is to be filled in the format provided

5. FORM OF TENDER

Date _____

Tender No. NACC /-----/2018-2019

To: The Chief Executive Officer
National Aids Control Council
P. O. Box 61307-00200
NAIROBI

Sir/Madam:

1. Having examined the Tender documents including Addenda Nos. [insert addenda numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provide
General Insurance Covers in conformity with the said Tender documents 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.
- i. Insurance Premiums
- ii. Travel insurance Deposit
2. We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.
3. We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We are not participating, as Tenderers, in more than one Tender in this Tendering process.
5. Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.
6. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest or any tender you may receive.
8. We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20_____.
(Name)

[Signature] [in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

2. **CONTRACT FORM** THIS AGREEMENT made the ___day of _____20___between.....[National Aids Control Council] of P.o Box 61307-00200,Nairobi,KENYA (hereinafter called “NACC”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS NACC invited tenders for certain materials and spares.

Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) the Tender Form and the Price Schedule submitted by the tenderer;
 - b) the Schedule of Requirements;
 - c) the Technical Specifications;
 - d) the General Conditions of Contract;
 - e) the Special Conditions of Contract; and
 - f) NACC’s Notification of award.
3. In consideration of the payments to be made by NACC to the tenderer as hereinafter mentioned, the tenderer hereby covenants with NACC to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. NACC hereby covenants to pay the tenderer in consideration of the provision of the materials and spares 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 NACC) Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____.

3. CONFIDENTIAL BUSINESS QUESTIONNAIRE s.33

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.

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.....

Part 2 (a) – Sole Proprietor			
Your name in full.....Age.....			
Nationality.....Country of Origin.....			
Citizenship details.....			
Part 2 (b) – Partnership			
Given details of partners as follows			
Name	Nationality	Citizenship details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
Part 2 (c) – Registered Company			
Private or Public			
State the nominal and issued capital of company			
Nominal Kshs.			
Issued Kshs.			
Given details of all directors as follows			
Name	Nationality	Citizenship details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
Date.....Signature of Candidate.....			

4. FORMAT OF TENDER SECURITY INSTRUMENT

Whereas [Name of the tenderer] (Hereinafter called “the tenderer”) has submitted its tender dated [Date of submission of tender] for the [Name and/or description of the tender] (Hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE of [Name of Insurance Company / Bank] having our registered office at (Hereinafter called “the Guarantor”), are bound unto [Name of Procuring Entity] (Hereinafter called “NACC”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this ___day of _____ 20 __.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

5. PERFORMANCE SECURITY FORM

To: [Name of NACC]

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 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 the 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 or sums 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 or financial institution]

_____ [address]

_____ [date]

(Amend accordingly if provided by Insurance Company)

6. REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

FORM SD1: Self-Declaration That The Person/Tenderer Is Not Debarred In The Matter Of The Public Procurement And Asset Disposal Act 2015.

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

follows:-

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

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

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

.....
(Title) (Signature) (Date)

Bidder Official Stamp

7. REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

FORM SD2: Self-Declaration Forms (r 62): self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice.

I,of P. O. Box being a resident of

..... in the Republic of ----- do hereby make a statement as follows:-

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

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

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

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

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

.....

(Title)

(Signature)

(Date)

Bidder's Official Stamp

8. BANK DETAILS FORM- MANDATORY

Provide the following bank details for electronic transfer purposes

Name of the Bidder:.....

Bank Name :.....

Bank branch name ;.....

Bank code :.....

Bank account :.....

PIN Number :.....

VAT Number :.....

Bank signatory(s) :.....

.....

Signed/ date.....