



**KENYA URBAN ROADS AUTHORITY**

*Efficient and safe urban roads*

IKM PLACE, Bishops Road, Tel: 254-020-8013844

Email: [info@kura.go.ke](mailto:info@kura.go.ke) Web: [www.kura.go.ke](http://www.kura.go.ke)

P.O. Box 41727-00100, GPO, NAIROBI

**TENDER NO. KURA/RMLF/HQ/323/2016-2017**

**PROVISION OF INSURANCE SERVICES**

**FOR**

**GENERAL INSURANCE FOR EMPLOYER'S & PUBLIC LIABILITY, EMPLOYEES  
GROUP PERSONAL ACCIDENT, GROUP LIFE ASSURANCE AND WORK INJURY  
BENEFITS**

**GENERAL MANAGER (F&A)  
KENYA URBAN ROADS AUTHORITY  
P. O. BOX 41727 – 00100  
NAIROBI**

**DIRECTOR GENERAL  
KENYA URBAN ROADS AUTHORITY  
P. O. BOX 41727 – 00100  
NAIROBI**

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## SECTION I - INVITATION FOR TENDERS

- 1.1 The Kenya Urban Roads Authority (KURA) invites sealed tenders from eligible candidates for provision of underwriters services for General Insurance for Employer's Liability, Public Liability, Employees Group Personal Accident, Group Life Assurance, Work Injury benefits for a period of **12 months** renewed annually at the sole discretion of KURA.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Procurement Office, IKM Place, 1<sup>st</sup> Floor, 5th Ngong Avenue, Off Ngong Road, and Nairobi during normal office working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kshs. **1,000.00 (Kenya shillings One Thousand Only)** in form of Banker's Cheque payable to Kenya Urban Roads Authority. The same documents can be accessed from KURA Website [www.kura@go.ke](http://www.kura@go.ke) for free but bidders to register after the mandatory pre bid conference.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for **(120) days** from tender opening date.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at IKM Place, 1<sup>st</sup> Floor, 5th Ngong Avenue, Off Ngong Road, Nairobi so as to be received on or before ~~the~~ Closing date and time indicated on Tender Notice.

- 1.5 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at the Boardroom, 3<sup>rd</sup> Floor, IKM Place, 5th Ngong Avenue, Off Ngong Road Nairobi.

Procurement Manager

**FOR: DIRECTOR GENERAL**

## SECTION II ~ INSTRUCTION TO TENDERERS

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

**Mandatory Pre-bid Conference shall be held on 22<sup>nd</sup> May 2017 at 10.00 A.M at KURA Boardroom in the 3<sup>rd</sup> Floor of IKM place 5<sup>th</sup> Ngong Avenue Opposite Bishops Gate**

### **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 KURA's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender pursuant to section 33 of the Act 2005.
- 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 KURA 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 KURA, 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/= for hard copy and free for those who down load.
- 2.2.3 KURA 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) Declaration Form
- (xiii) Request for Review Form

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

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify KURA by post, fax or by email at KURA's address indicated in the Invitation for tenders. KURA 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 KURA. 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 KURA 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.

## **2.5 Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, KURA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and addendum.

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

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, KURA, 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 KURA, 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 KURA'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 is required to protect KURA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

- a) The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee.

- 2.12.3 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by KURA as non-responsive, pursuant to paragraph 2.20.5
- 2.12.4 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
- 2.12.5 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
- 2.12.6 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity.
  - (b) If the tenderer reject correction of an arithmetic error in the tender.
  - (c) 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.

### **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 KURA as non-responsive.
- 2.13.2 In exceptional circumstances, KURA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

### **2.14. Format and Signing of Tenders**

- 2.14.1 The tenderer shall prepare **one (1) original and (1) 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 to KURA at the address given in the Invitation to Tender.
- (b) Bear tender number and name in the invitation to tender and the words, **“DO NOT OPEN BEFORE the Closing date and time indicated on Tender Notice.**

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, KURA 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 KURA at the address specified under paragraph 2.15.2 not later than the **Closing date and time indicated on tender notice.**

2.16.2 KURA 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 KURA 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 KURA 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 KURA 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 KURA will open all tenders in the presence of tenderers’ representatives who choose to attend, at the Closing date and time indicated on tender notice 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 KURA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Employer may, at his discretion, extend the deadline for the submission of bids through the issue of an Addendum in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- 2.18.3 KURA 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 KURA 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 KURA during 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 KURA 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 KURA 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, KURA 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 KURA'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 KURA 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, KURA 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 KURA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 KURA'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) KURA 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 KURA'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. KURA 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 KURA**

- 2.23.1 Subject to paragraph 2.19 no tenderer shall contact KURA 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 KURA 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 KURA 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 KURA 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 KURA 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 award, 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 KURA 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 KURA's action. If KURA determines that none of the tenders is responsive, KURA shall notify each tenderer who submitted a tender.

2.26.2 KURA 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, KURA will notify the successful tenderer in writing that its tender has been accepted. Simultaneously the other tenderers shall be notified that their tenders were not successful.

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 KURA 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 KURA 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 KURA notifies the successful tenderer that its tender has been accepted, KURA 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 KURA.

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 BUT not before expiry of 14 days 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 KURA.

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 KURA may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

2.30.1 KURA 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 KURA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

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

### Appendix to instructions to Tenderers

The following information for the procurement of underwriters 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.

#### (I) Provisions of Appendix to instructions to Tenderers

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1	Insurance Firms
2.4	Preference not applicable
2.12 Tender Security	<b>Kshs. 300,000/=</b> in form of Bank guarantee and in the format provided in the tender document only
2.14.1 Number of Tender Copies Required	One (1) original and one (1) replica copy properly bond.
2.15.2 (b) State day, date and time of tender closing	Closing date and time indicated on Tender Notice.
2.16.1 State day, date and time of tender closing	<i>As 2.15.2 (b) above</i>
2.16.3	Delivered to The Director General's Office, Kenya Urban Roads Authority, IKM Place, 3rd Floor, 5th Ngong Avenue, Off Ngong Road,, NAIROBI.
2.18.1	<i>As 2.15.2 (b) above</i>
2.22. The evaluation criteria	See (II) below

#### (II) CRITERIA OF EVALUATION

The method of evaluation will be Merit Point System, and the evaluation criteria will be applied as indicated here below: -

**All documents *MUST* be certified by a Commissioner of Oaths**

1.	MANDATORY REQUIREMENTS	POINTS
a)	Submit valid tender security of Kshs.300,000/- and in the form stipulated in the tender document	YES/NO
b)	Certified copy of Registration as a member of AKI for the current year 2017	

c)	Certified copy of Registration as a member of IRA for the current year 2017	
d)	Certified copy of Certificate of Incorporation/Registration	
e)	Certified copy of Valid Tax Compliance Certificate from KRA	
f)	Certified Copy of PIN/VAT Certificate	
g)	Certified copy of CR 12	
h)	Certified Copy of Current Business License from Nairobi City County or any other County where business is located	
i)	Certified copy of Certificate of Registration with Regulatory Authority for 2017 (Certificate by Commissioner of Insurance)	
J)	Completed Confidential Business Questionnaire Form	
k)	Duly completed, signed and stamped form of tender	
l)	Properly bound, good presented document and all pages of the bid document serialized	
m)	The tender document must be serialized	

**NB: - Bidders must meet all the mandatory requirements to qualify for technical evaluation.**

2.	TECHNICAL EVALUATION OPERATIONS PERFORMANCE & HUMAN RESOURCES	Scores
a)	<b>Experience;</b>  1. Certified List of at least 5 major Corporate Clients and their recommendation letters.  2. Professional Indemnity limit/Re-insurance Kshs. 75 million  3. Certified Copies of most recent award letters/contract for provision of medical insurance services for at least five 5 major Corporate Clients  4. General Business; Annual Gross Premium of Kshs.200 million (excluding motor vehicle insurance)  5. Must have paid up capital of at least Kshs.200 million	<b>50</b>  5  10  10  15
b)	Certified List of at least four 5 key professional staff and their CVs, copies of certificates and responsibilities	<b>15</b>
c)	Current Business License from Nairobi City County or any other County where business is located	<b>10</b>
d)	<b>Certified</b> audited accounts for the last <b>three (3)</b> years. Proof of financial stability.	<b>10</b>
e)	Least period used to settle previous claims upon presentation of all required documents. (Attach evidence of at least three claims)	<b>10</b>

h)	Document Conformity/Presented in a required format and serialized	5
	<b>TOTAL TECHNICAL</b>	<b>100</b>

**NB:** - Bidders must meet all the mandatory requirements to qualify for technical evaluation.

- Certification by Commissioner of Oath

- To qualify for financial evaluation bidders must score a minimum of 75 points (75%).

<b>3.</b>	<b>FINANCIAL EVALUATION</b>	<b>Scores</b>
a)	<b>Premium quoted:</b> Lowest Premium quoted Scores 25 and prorated with premium quoted by other firms.	25
b)	<b>Deductibles/ Riders/ Excess Premium.</b> The lowest Deductibles/Excess Premium scores 25 and prorated with other offered Deductibles/Excess Premium.	25
c)	<b>Benefit Limit:</b> Highest benefits attract highest Score of 25 and prorated with offered benefit limits.	25
	<b>TOTAL FINANCIAL</b>	<b>100</b>

**This is single envelope documents and the lowest evaluated bidder will be considered for the award.**



## 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 KURA 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 KURA under the Contract.

- (d) “KURA” 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 super ceded 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 KURA’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 KURA 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 KURA’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 KURA and shall be returned (all copies) to KURA on completion of the contract’s or performance under the Contract if so required by KURA.

### **3.5. Patent Rights**

3.5.1 The Contractor shall indemnify KURA 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 KURA the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to KURA 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 KURA and shall be in the form of Bank guarantee and in the format provided in the tender document only:

3.6.4 The performance security will be discharged by KURA 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 KURA in the schedule of requirements and the special conditions of contract

### **3.8. Payment**

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

3.8.2. Payment shall be made promptly by KURA, 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 KURA's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

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

3.9.4 Price variation requests shall be processed by KURA 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 KURA's prior written consent.

### **3.11. Termination for Default**

3.11.1 KURA 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 KURA.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of KURA has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event KURA 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 Contractor shall be liable to KURA 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 KURA 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 KURA.

### **3.13. Termination for Convenience**

3.13.1 KURA 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 KURA 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 KURA 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**

3.1.1 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.

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

## SECTION IV – SPECIAL CONDITIONS OF CONTRACT

## 4.1. The underwriter must provide the following information

- 4.1.1 A certified copy of Certificate of Incorporation
- 4.1.2 They are registered with the Commissioner of Insurance for the current year (2016/17) and a copy of the current license be submitted.
- 4.1.3 The underwriter must provide proof that they have done annual gross premiums in previous year of Kshs. **450 million** excluding Motor Insurance premiums.
- 4.1.4 the underwriter Must provide proof that has paid up capital of at least Kshs.**450 Million**
- 4.1.5 The underwriter must provide proof that they are financially stable. Provide audited accounts for the last three (3) years.
- 4.1.6 the underwriter Must provide proof that it is a member of the Association of Kenya Insurance (AKI),
- 4.1.7 the underwriter Must have been in existence for the last five (5) years
- 4.2.1 Must submit certified copies of the following documents;
  - (a) PIN Certificate
  - (b) Valid Tax Compliance Certificate from KRA or a letter of Exemption,
  - (c) Certificate of Registration/Incorporation
  - (d) Trade license from Nairobi City Council or local authority of the principal place of business.
  - (e) CR 12

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

Reference of general conditions of contract	Special condition of contract
3.7 Delivery of Services	2017-2018 financial year renewable at the sole discretion of KURA based on performance.
3.8 Payment	Within 30 days after receipt of Invoice/Debit Notes
3.16 Applicable law	The Laws of Kenya
3.18 Notices	The Director General, Kenya Urban Roads Authority, IKM Place, 3rd Floor, 5th Ngong Avenue, Off Ngong Road,, P.O. Box 41727 – 00100, NAIROBI. Tel. 8013844

## SECTION V - SCHEDULE OF REQUIREMENTS

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

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

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

#### **Background**

The Kenya Urban Roads Authority (KURA) is a State Corporation established under the Ministry of Roads by the Kenya Roads Act, 2007 with the core mandate of management, development, rehabilitation and maintenance of all public roads in Cities and Municipalities in Kenya except where those roads are national roads. As a leading Government Agency with the above mandate KURA has set aside funds for the provision of general insurances services for Employer's Liability, Public Liability, Employees Group Personal Accident, Group Life Assurance, and Work Injury during the financial year 2017/2017

The details of classes/covers of insurance required are provided here below. Underwriters are required to provide all the details in the format given of the cover that include:-

1. Special Clauses,
2. Exclusion Clauses,
3. Excess/Deductibles/Riders,
4. Premium Charged,

**GROUP PERSONAL ACCIDENT & WIBA COVER**

Insured:	Kenya Urban Roads Authority
Class of Insurance	GPA & WIBA
Period	1 <sup>st</sup> July, 2017 to 30 <sup>th</sup> June 2018 renewable annually at the sole discretion of KURA based on satisfactory performance
Cover	Payment of benefits worldwide as defined, accident, occupational/bodily injury, and critical illness to the insured persons in accordance with the benefits specified under the work injury benefits Act.
Description of Risk	Death in service
Benefits	24 hour Coverage 5 Years' Salary Permanent total disability 8 Years Salary Total Temporary Disability 52 weeks Medical as a result of accidental and or bodily injury of Kshs.200,000/=
Estimated Annual Earnings & Membership	Ksh.466,686,825.00 (NB: this amount may change based on additional staff to be recruited in the course of the year)
Special Clause	Including riots, strike and civil commotion World wide Disappearance clause Travel as passenger in any standard type licensed aircraft Including occupational illness

**GROUP LIFE INSURANCE**

Insured:	Kenya Urban Roads Authority
Class of Insurance	Group Life Insurance
Period	1 <sup>st</sup> <b>July</b> 2017 to 30 <sup>th</sup> <b>June</b> 2018 renewable annually at the sole discretion of KURA based on satisfactory performance
Cover	Payment of benefits world wide as defined, as a result of natural death, accidental death.
Description of Risk	Death in Service
Benefits:	24 hours coverage 5 years' salary Funeral Expense 100,000/= Free Cover Limit 15,000,000/=



Special Clause	Including riots, strike and civil commotion World wide Disappearance clause Travel as passenger in any standard type licensed aircraft Including occupational illness
Estimated Annual Earnings & Membership	Ksh.466,686,825.00 (NB: this amount may change based on additional staff to be recruited in the course of the year)

<b>EMPLOYERS LIABILITY</b>	Kshs.Ten Million (10,000,000.00) Cover from financial ruin in lawsuits towards them for employees' accidental injuries, it also covers legal costs of safeguarding a claim made by an employee.
<b>PUBLIC LIABILITY</b>	Kshs Ten Million (10,000,000.00) Cover against third party (ies) who may be injured or property damaged within KURA premises. Any one occurrence or claim Accidental bodily injury to any one person or persons Food & Drink poisoning

## ANNEXES

## ANNEX 1: EMPLOYEE EARNINGS

NO OF STAFF	ESTIMATE ANNUAL EARNINGS
1	355245
2	564000
3	468000
4	492000
5	492000
6	468000
7	468000
8	468000
9	468000
10	492000
11	492000
12	492000
13	492000
14	492000
15	492000
16	492000
17	492000
18	578400
19	492000
20	492000
21	492000
22	492000

23	492000
24	492000
25	492000
26	492000
27	492000
28	492000
29	492000
30	492000
31	578400
32	492000
33	492000
34	492000
35	492000
36	456000
37	456000
38	456000
39	456000
40	606000
41	749160
42	637200
43	637200
44	637200
45	637200
46	637200
47	637200
48	637200
49	637200
50	637200
51	637200
52	637200
53	637200
54	637200
55	637200
56	606000
57	637200
58	637200
59	606000
60	590400
61	590400
62	590400
63	590400
64	590400
65	621600
66	590400
67	606000
68	831600
69	831600
70	976680
71	919500

72	751200
73	771600
74	771600
75	790800
76	771600
77	751200
78	1136400
79	1136400
80	1136400
81	1136400
82	1136400
83	1136400
84	1136400
85	1110000
86	1136400
87	1136400
88	1136400
89	1136400
90	1032000
91	1083600
92	1083600
93	1255680
94	1083600
95	1058400
96	1083600
97	1083600
98	1058400
99	1058400
100	1058400
101	1058400
102	1199040
103	1032000
104	1058400
105	1136400
106	1136400
107	1136400
108	1136400
109	1136400
110	1136400
111	1136400
112	1136400
113	1136400
114	1032000
115	1136400
116	1136400
117	1136400
118	1136400
119	1136400
120	1136400

121	1032000
122	1136400
123	1058400
124	1083600
125	1058400
126	1058400
127	1083600
128	1083600
129	1083600
130	1255680
131	1058400
132	1058400
133	1058400
134	1058400
135	1083600
136	1058400
137	1449600
138	1381200
139	1483200
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143	1449600
144	1449600
145	1483200
146	1449600
147	1381200
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152	1381200
153	1381200
154	1381200
155	1381200
156	1381200
157	1381200
158	1381200
159	1381200
160	1381200
161	1381200
162	1347600
163	1550280
164	1347600
165	1381200
166	1381200
167	1381200
168	1347600
169	1951200

170	2082000
171	2082000
172	2397000
173	2082000
174	2082000
175	2082000
176	2082000
177	1951200
178	2082000
179	2082000
180	2082000
181	2082000
182	2082000
183	2082000
184	1994400
185	2082000
186	2397000
187	2187000
188	2082000
189	2082000
190	2082000
191	1994400
192	2082000
193	2082000
194	2082000
195	1951200
196	1951200
197	2082000
198	2082000
199	1951200
200	2082000
201	2082000
202	1994400
203	2082000
204	2082000
205	2082000
206	2082000
207	2187000
208	2037600
209	2037600
210	2037600
211	1951200
212	2187000
213	2082000
214	2082000
215	2082000
216	2082000
217	2037600
218	2037600

219	2181000
220	2181000
221	2395200
222	2509200
223	2338800
224	2338800
225	2565600
226	2565600
227	2395200
228	2395200
229	2395200
230	2395200
231	2565600
232	2701560
233	2509200
234	2509200
235	2509200
236	2395200
237	2701560
238	2395200
239	2565600
240	2509200
241	2395200
242	2565600
243	2565600
244	2509200
245	2395200
246	2395200
247	4264500
248	4264500
249	4264500
250	3898500
251	4264500
252	4264500
253	3990000
254	4264500
255	3990000
256	4792620
257	4264500
258	4264500
259	3990000
260	4264500
261	4264500
262	4264500
263	3990000
264	4264500
265	4264500
266	4264500
267	3990000

268	4264500
269	4173000
270	3990000
271	4264500
272	3990000
273	4173000
274	4528560
275	4528560
276	5490000
277	5490000
278	5832000
	<b>466,686,825.00</b>

## 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** - As per the tender document the tenderer shall provide 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 KURA.

## Form of Tender

To: KURA

Date .....

**Tender No. KURA/RMLF/HQ/223/2017-2017**

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 \_\_\_\_\_ 2017

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

\_\_\_\_\_  
[In the capacity of]

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



**PRICE SCHEDULE FORM**

**KENYA URBAN ROADS AUTHORITY**

**PREMIUM SUMMARY**

S/No.	POLICY/CLASS	TOTAL COST PAYABLE BY CLIENT			
		Premium	Taxes- show separately all applicable taxes	Total Premium	Excess
1	Group Personal Accident & WIBA- Employees				
2	Group Life Assurance (All Employees )				
3	Employer's Liability				
4	Public Liability				

We undertake, if our tender is accepted, to place insurance covers in accordance with the details specified herein above.

Name of the Underwriter .....

Name of signatory: .....

In the capacity of: .....

Authorized Signature: .....

Company Rubber Stamp/Seal: .....

CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ between Kenya Urban Roads Authority of \_\_\_\_\_ [country of Procurement entity] (hereinafter called KURA) of the one part and \_\_\_\_\_ [name of tenderer] of \_\_\_\_\_ [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS KURA 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) KURA’s Notification of Award
3. In consideration of the payments to be made by KURA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with KURA to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. KURA 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 KURA)

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

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2( c) Whichever applies to your type of business?

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

Part \_\_\_\_\_ General:

Business Name .....  
Location of business premises .....  
Plot No. .... Street/Road .....  
Postal Address ..... Tel. No. ....Fax ..... Email  
Nature of business .....  
Registration Certificate No.....

Maximum value of business which you can handle at any one time Kshs.

Name of your bankers ..... Branch .....

Part 2(a) – Sole Proprietor:

Your name in full ..... Age .....  
Nationality ..... Country of origin .....  
Citizenship details.....

Party 2(b) – Partnership Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public .....

State the nominal and issued capital of the company –

Nominal Kshs.. .....  
Issued Kshs.....

Give details of all directors as follows

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

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

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

**TENDER SECURITY FORM**

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

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at Kenya Urban Roads Authority (hereinafter called <KURA> 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 KURA on the Form; or
2. If the bidder refuses to accept the correction of errors in his bid or,
3. If the tender, having been notified of the acceptance of its tender by KURA 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 KURA up to the above amount upon receipt of its first written demand, without KURA having to substantiate its demand, provided that in its demand KURA 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.

At the request of the Employer the Bid validity period may be extended by mutual agreement between the Employer and the Bidder and we undertake to extend the validity of this surety accordingly without you having to inform us of such an extension of the Bid validity period if within this period the Bidder has been notified of the acceptance of his Bid. This Surety shall remain valid up to the time the Contract Agreement has been executed

SIGNATURE OF THE BANK.....

NAME OF SIGNATORY .....DATE.....

NAME OF THE WITNESS .....

SIGNATURE OF THE WITNESS .....DATE .....

ADDRESS OF THE WITNESS .....

**PERFORMANCE SECURITY FORM**

To: .....  
*[Name of procuring entity]*

WHEREAS ..... *[name of tenderer]*  
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_  
\_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ 20 \_\_\_\_\_  
\_\_\_\_\_ to supply .....  
*[description of insurance services]* (Hereinafter called “the Contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
*[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of ..... *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signature and seal of the Guarantors

\_\_\_\_\_  
*[Name of bank of financial institution]*

\_\_\_\_\_  
*[Address]*

\_\_\_\_\_  
*[Date]*

*(Amend accordingly if provided by Insurance Company)*

\

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the Kenya Urban Roads Authority of .....dated the...day of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc.

SIGNED.....(Applicant)Dated on.....day of...../...20.....

**FOR OFFICIAL USE ONLY**

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

SIGNED  
Director General