



**TENDER
FOR
PROVISION OF GENERAL INSURANCE COVER
(INSURANCE BROKERAGE SERVICES)**

TENDER NO: NHC/GIC/010/2021-22

INVITATION DATE: 26TH APRIL 2022

**CLOSING DATE: 17TH MAY 2022
AT 11.00AM**

SECTION I - INVITATION TO TENDER

The National Housing Corporation is a Statutory Body constituted under the Housing Act Cap 117 laws of Kenya. Its core mandate is to provide decent Shelter of various types and sizes in Kenya at affordable prices.

- 1.1 The NHC invites sealed bids for Provision of General Insurance Cover.
- 1.2 Interested eligible candidates may obtain bid documents from the Procurement Office, N.H.C House, Aga Khan Walk, 9th Floor, upon payment of a non-refundable fee of **Kshs. 1,000 (One Thousand Shillings)** only at the Co-operative Bank, Co-op House Branch A/c No. **01136006210301** and the bank slip submitted at the **Cash Office** for issuance of official receipt, situated at Ground Floor, N.H.C House between 9.00a.m to 1.00p.m and 2.00p.m to 3.00p.m. The bid documents can also be downloaded **free of charge** from the following websites: **www.nhckenyaco.ke** or **www.tenders.go.ke** Enquiries can be made via email address: **info@nhckenyaco.ke**
- 1.3 Tenders must be accompanied by a Tender Security of Kenya Shillings Two Hundred Thousand (200,000) in form of a guarantee from a reputable bank or from an Insurance company approved by Public Procurement Regulatory Authority (PPRA) valid for 150 days from the date of opening.
- 1.4 Prices quoted should be **inclusive of all taxes** and must be in Kenya shillings and shall remain valid for **150 days** from the closing date.
- 1.5 Bidder(s) should not mutilate the bid document issued by the procuring entity and shall ensure serialization of pages for each bid submitted.
- 1.6 Duly completed bid document (s) are to be enclosed in plain sealed envelopes, marked with the **“TENDER NUMBER & TENDER DESCRIPTION”** and be addressed to;

**The Managing
Director, P.O. Box
30257-00100,
NAIROBI.**

and must be received in the tender box at NHC Headquarters, **Ground Floor** during normal working hours before **17th May 2022 at 11.00 Am.**
- 1.7 Bids shall be opened immediately thereafter in the presence of candidates representatives who choose to attend at the NHC Conference Room on 10th floor, NHC House. The government directives on managing spread of Corona Virus will be strictly observed. **Late bids shall be rejected.**

MANAGING DIRECTOR

SECTION II - INSTRUCTIONS TO TENDERERS

TABLE of CLAUSES

2.1	Eligible tenders.....	5
2.2.	Cost of Tendering.....	5
2.3	Contents of Tender documents.....	5
2.4	Clarification of Tender document.....	6
2.5	Amendments of Tender document.....	6
2.6	Language of Tender.....	6
2.7	Documents Comprising the Tender.....	6
2.8	Tender Form.....	7
2.9	Tender Prices.....	7
2.10	Tender Currencies.....	7
2.11	Tenderers Eligibility and Qualifications.....	7
2.12	Tender Security	7
2.13	Validity of Tenders... ..	8
2.14	Format and Signing of Tenders... ..	8
2.15	Sealing and marketing of Tenders... ..	8
2.16	Deadline for submission of Tenders... ..	9
2.17	Modification and Withdrawal of Tenders... ..	9
2.18	Opening of Tenders.....	9
2.19	Clarification of Tenders	9
2.20	Preliminary Examination	9
2.21	Conversion to Single Currency	10
2.22	Evaluation and Comparing of Tenders... ..	10
2.23	Contacting the procuring Entity	10
2.24	Post-Qualification... ..	11
2/25	Award Criteria	11
2.26	Procuring Entity's right to Accept or Reject any or All tenders... ..	11
2/27	Notification of award... ..	12
2.28	Signing of Contract... ..	12
2.29	Performance security	12
2.30	Corrupt or Fraudulent Practices.....	12

SECTION II – INSTRUCTIONS TO TENDERS

2.1 Eligible Tenderers

2.1.0 Bio Data

Name of Bidder

Postal Address

Physical Address

Telephone Number(s).....

Email Address

2.1.1 This invitation for tenders is open to all IRA registered Insurance Brokers.

2.1.2 NHC’s employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall be ineligible.

2.2 Cost of Tendering

2.2.1 The Tenders shall bear all costs associated with the preparation and submission of its tender, and NHC, will in no case be responsible or liable for those costs regardless of the conduct or outcome of the tendering process.

2.2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=

2.2.3 The NHC shall allow the tenderer to review the 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 this instruction to tenderers.

- i. Instructions to tenderers
- ii. Form of tender
- iii. Price schedules
- iv. Contract form
- v. Confidential business questionnaire form

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

2.4 Clarification of Tender Documents

- 2.4.1 A candidate making inquiries of the tender documents may notify the NHC by post or by email at the NHC address indicated in the Invitation for tenders. The NHC 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 NHC. Written copies of the NHC 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 NHC shall reply to any clarification 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, NHC, for any reason, whether at its own initiative or in response to a clarification requested by 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 any amendment by post 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, NHC, 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 NHC, 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/prevail.

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)

2.8 Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the original Price schedule provided 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.

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 qualification to perform the contract if its 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 NHC'S satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.11.3 Bidder's names should remain consistent in the entire bid document including all attachments.

2.12. Tender Security.

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

2.12.2 The tender security shall be of Kenya Shillings Two Hundred Thousand (Kes.200,000) in form of a guarantee from a reputable bank or from an Insurance company approved by Public Procurement Regulatory Authority valid for 150 days from date of opening.

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

- 2.12.4 The tender security shall be denominated in Kenya Shillings and shall be in the form of;
- (a) A bank guarantee.
 - (b) Such insurance guarantee approved by the PPRA.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by NHC as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 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.
- 2.12.7 **The tender security may be forfeited.**
- a) If a tenderer withdraws its tender during the period of tender validity.
 - b) In the case of a successful tenderer, if the tenderer fails;
 - (i) To sign the contract in accordance with paragraph 2.29 or
 - (ii) To furnish performance security in accordance with paragraph.
 - c) If the tenderer reject correction of an arithmetic error in the tender

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for **150 days** after date of tender opening pursuant to paragraph 2.18. A tender valid for shorter period shall be considered as Non-responsive.
- 2.13.2 In exceptional circumstances, NHC may solicit the Tenderer's consent for an extension of the period of validity, the request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A Tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and signing of Tenders.

- 2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "original tender" and "copy of tender," as appropriate. In 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 Marketing 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”**. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- a) Be addressed to NHC 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 17th May 2022 11.00am.”**

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

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, NHC will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for submission of Tenders

2.16.1 Tenders must be received by the procuring entity at the address specified under paragraph 2.15.2 not later than **17th May 2022 at 11.00a.m.**

2.16.2 NHC, 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 NHC and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity at the procurement office 9th floor and the bidder will be required to sign a register.

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; it’s received by NHC 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 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 Tender's forfeiture of its tender security.

2.18 Opening of Tenders

2.18.1 NHC will open all tenders in the presence of tenderers' representatives who choose to attend, **17th May 2022 at 11.00am** on 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 NHC, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 NHC 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 NHC 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 NHC in tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 NHC 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 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

2.20.3 NHC 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 tender.

- 2.20.4 NHC prior to the detailed evaluation, pursuant to paragraph 2.20, NHC 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 NHC'S determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrusive evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by NHC and may not subsequently be made the tenderer by correction of the nonconformity.

2.21 Conversion to single currency

- 2.21.1 All Prices shall be quoted in Kenya Shillings only. Where other currencies are used, the NHC 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 Tenderers who fail to meet mandatory requirements will have their bids considered non- responsive. Evaluation of mandatory requirements will form the first stage of tender evaluation and tenderers who fail at this stage will have their bids rejected.
- 2.22.2 NHC will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.5.
- 2.22.3 The comparison shall also include all costs as well as duties and taxes payable.
- 2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.23. Contacting NHC

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact NHC 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 NHC 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 NHC 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 NHC 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 NHC 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 NHC will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.25.2 To qualify for contract awards, the tenderer shall have the following:-
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.
 - (e) Shall not have had unpaid claims for the Corporation for a period exceeding 6monthds.

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

- 2.26.1 NHC 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 NHC's action. If NHC determines that none of the tenders is responsive, NHC shall notify each tenderer who submitted a tender.
- 2.26.2 NHC 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 their 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.

2.26.4 The Corporation shall not award more than five policies to any one broker in a financial year.

2.27 Notification of Award

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

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the NHC 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 NHC 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 NHC notifies the successful tenderer that its tender has been accepted, NHC 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 NHC.

2.28.3 The contract will be definitive upon its signature by the two parties.

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

2.29 Performance Security

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

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

2.30 Corrupt or Fraudulent Practices

2.30.1 NHC 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 NHC 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.

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

- a. **"The Contract"** means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. **"The Contract Price"** means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- c. **"The Services"** means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- d. **"The Procuring entity"** means the organization procuring the services under this Contract
- e. **"The Contractor"** means the organization or firm providing the services under this Contract.
- f. **"GCC"** means the General Conditions of Contract contained in this section.
- g. **"SCC"** means the Special Conditions of Contract
- h. **"Day"** means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without NHC'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 NHC 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 NHC'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 NHC and shall be returned (all copies) to NHC on completion of the contract's or performance under the Contract if so required by NHC.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify NHC 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 As Performance Security, the Insurance Broker shall be expected to have a Professional Indemnity cover for not less than **Kshs.100Million** from a reputable insurance company valid for the entire period of the tender validity and upon award of the contract, the cover shall remain and be extended to the full term of the policy.

3.6.2 Compensation shall be claimed against this cover if the Broker fails to perform any of its obligations or is in breach of any of its material obligations under the contract.

3.7. Delivery of services and Documents

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

3.8. Termination for Default

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

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

3.8.2 In the event NHC terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Contractor shall be liable to NHC for any excess costs for such similar services. However the contractor shall continue performance of contract to extent not terminated.

3.9 Termination for Insolvency

3.9.1 NHC 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 NHC

3.10 Termination for Convenience

3.10.1 NHC 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 NHC convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.11 Resolution of Disputes

3.11.1 NHC 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

3.11.2 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.

3.12 Governing Language

3.12.1 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.

3.13 Applicable Law

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

3.14 Force Majeure

3.14.1 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.

3.15 Notices

3.15.1 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.

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

EVALUATION CRITERIA/REQUIREMENTS

a) Mandatory Qualifying Requirements for Brokers

- (i) Copy of Incorporation or Registration Certificate.
- (ii) Copy of Valid Tax Compliance Certificate.
- (iii) Tender Security of Kenya Shillings, Two Hundred Thousand (200,000).
- (iv) Professional Indemnity covers for not less than Kshs.100Million.
- (v) Must have paid up capital of at least Kshs.10million.
- (vi) Copy of Registration Certificate as a broker by the IRA & Proof of renewal in the current financial year.
- (vii) Copy of membership certificate from Association of Insurance Brokers of Kenya.
- (viii) An original letter of undertaking from the proposed insurance underwriter.
- (ix) Duly filled, signed and stamped forms of tender.
- (x) Duly filled original price schedule.
- (xi) Original quotation from the proposed insurance underwriter.
- (xii) A copy of the CR 12 generated within the last 3 months.
- (xiii) The document should be legible and presentable. All pages of the bid document submitted MUST be sequentially serialized or paginated from 1st page to the last page.

b) Mandatory Qualifying Requirements for Underwriters

- (i) Copy of Incorporation or Registration Certificate
- (ii) Copy of Valid Tax Compliance Certificate
- (iii) Copy of Registration Certificate as an underwriter by the IRA
- (iv) Copy of membership certificate from the Association of Kenya Insurers.
- (v) Evidence of Re-insurance Treaties
- (vi) Must have paid up capital of at least Kshs.600 Million.
- (vii) Must have annual gross premiums of Kshs.500Million excluding Motor Insurance(for the two previous years).
- (viii) Must give a list of five (5) reputable clients, each with a total premium of not less than 10Million each in the last two years (2021 & 2020).
- (ix) Must have provided general insurance for the last 10 years. (Attach renewals and award letters for the last 10 years).
- (x) The document should be legible and presentable. All pages of the bid document submitted MUST be sequentially serialized or paginated from 1st page to the last page.

c) Technical Evaluation Criteria – (100 Marks)

S/N	Technical Evaluation	Score
1.	Experience of at least 5 years in provision of insurance brokerage services.(Attach evidence of assignments handled) <i>(5 marks each year)</i>	25 marks
2	Minimum annual premium turnover of Kshs. 200,000,000 (year 2020)	5 marks
3	Proof of claim settlement from at least 3 clients.With a minimum claim of Kshs. 800,000 each. <i>(within 2019,2020 or 2021) (5 Marks for each claim)</i>	15 marks
4	Letters of reference from at least 5 clients with Similar portfolio. <i>(5Marks for each client)</i>	25 marks
5	Audited accounts for the last 2 years, certified and signed by the Auditor (year 2021 & 2020) <i>(3 marks for each year)</i>	6 marks
6	Qualification and experience of at least 2 Key staff proposed for the assignment: (i) Team leader: A post graduate qualification in management related field; Professional Qualification in insurance, must possess ACII/AIHK and 5 years' experience in insurance industry. (ii) Attach CV and confirmation of membership from the relevant Insurance professional bodies <i>(3marks for each)</i>	12 marks
7	Detailed write up on policies administration/claim processing timelines	8 marks
8	Provision of Keyman Insurance	4 marks

NB:

Bidders shall be required to obtain a minimum of seventy (70) marks at the Technical Evaluation in order to qualify to proceed to Financial Evaluation stage.

d) Financial Evaluation Criteria

- (i) Technically responsive bids will be ranked based on amount quoted per policy. The successful bidder shall be the bidder with the lowest evaluated price per policy.**
- (ii) No bidder shall be allocated more than five (5) policies unless there is no other responsive bidder(s).**

Special Conditions of Contract:

1. The Broker shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the policies quoted for the premium including applicable taxes, duties and levies, brokerage remuneration and excess limits from 1st July 2022 to 30th June 2023.
2. The Broker shall propose only one Underwriter per policy. Where a Broker furnishes quotations from more than one proposed Underwriter for each policy, the Corporation shall be entitled to reject the Broker's bid for the respective policy as non-responsive.
3. The Broker's price schedule for each policy shall be supported by price quotations from the proposed Underwriter. Where there is a price variation(s) between brokers' and Underwriters' quotations, this shall be accompanied by a letter from the Underwriter that they shall incept cover on the lower quotation.
4. Unit prices and rates quoted and indicated by the Broker shall be fixed during the term of the contract. Brokers shall ensure that the sums insured under the policies may be adjustable accordingly by suitable means at the discretion of the Client from time to time without changing the unit rates and not subject to variation on any account.
5. Bidders appearing on the IRA list of insurers with most client complaints and those that have been blacklisted will automatically be disqualified and considered non-responsive.

Terms of Reference for Provision of General Insurance Cover

The Scope of services will include:

1. Structuring and obtaining optimum policy covers from underwriters in accordance to tenders submitted
2. Tenderers shall furnish copies of the quotation from the proposed underwriters indicating the premium quoted per class, excess, deductibles, limit of liability, free cover limits (where applicable), and any extensive clauses which enhance the utility of the insurance cover above, the cover provided by the standard policy issued by the underwriter.

N/B Excess, free cover limits and limits of liability should be clearly shown in the quotation documents obtained from Underwriters

3. Ensure Motor Certificates are received in the Corporations offices, within twelve (12) hours upon request;
4. Support Claims Settlement Process
 - (i) Ensure proper claims administration by fully coordinating prudent requirements between the Corporation and the selected Underwriter;
 - (ii) Ensure all fully documented Motor claims are settled within fourteen (14) days;
 - (iii) Ensure all other fully documented claims are settled within twenty one (21) days;
 - (iv) Support the Corporation in doing their demonstrable best to reduce the severity of the loss.
5. Arrange meetings to review performance of the policy as appropriate;
6. Ensure that the sums insured under the policy will be adjustable accordingly by suitable means at the discretion of the Corporation from time to time;
7. Negotiate with the qualified Underwriter any other pertinent aspects of the policy that may arise during the term of the policy.
8. Carry out Loss control surveys and make appropriate risk improvement recommendation

9. The broker will assign a messenger to collect/deliver mail on Motor Insurance Motor policies and mails as and when necessary.
10. Convey all correspondences and feedback between Insurance company and the Corporation
11. Such other services as may be related or ancillary to the due Performance of the above

COMPLIANCE WITH THE SCOPE OF SERVICES

- The Broker shall ensure that the Underwriter has the capacity to underwrite a minimum lead of 30% of the policy awarded. This applies to the Fire & Perils Policy.
- The Corporation reserves the right to the allocation of the co-insurance schedule. Further, the Corporation shall not accept any conditions by the Underwriter on any co- insurance or facultative placement.

SECTION V - SCHEDULE OF REQUIREMENTS
(DETAILS OF INSURANCE COVERS)

PREMIUM QUOTED

- **Premium quoted shall be annual and shall hold for a period of twelve (12) months and not subject to variations unless advised by the regulator basing on scientific indicators or claims experience.**

NOTE:

No Insurance Broker will be awarded more than five (5) policies.

POLICY NO.1 - FIDELITY GUARANTEE COVER

SCHEDULE OF SPECIFICATIONS FORMING THE POLICY		
DESIGNATED OFFICER	NO.	AMOUNT(KSHS)
Managing Director	1	200,000.00
General Manager-Finance	1	200,000.00
General Manager-Business Development	1	200,000.00
Corporation Secretary	1	200,000.00
Chief Accountant	1	200,000.00
Credit Control Manager	1	200,000.00
Senior Accountant Debt Recovery	1	200,000.00
Petty cashier	2	600,000.00
Bank Agents	3	500,000.00
Main Cashier (Head office)	3	450,000.00
Field Officers	12	1,075,000.00
TOTAL	24	4,025,000.00

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Fidelity Guarantee Cover	

Signature of Tenderer's Authorized Official _____ Date _____

POLICY NO.2 – BURGLARY: STOCK AND MOVABLE ASSETS

SCHEDULE OF SPECIFICATIONS FORMING THE POLICY	
ITEMS	VALUE (KSH)
A. STOCK	
i. NHC	
DRAWING MATERIALS	521,104
STORES GENERAL (OFFICE & COMPUTER STATIONERY)	3,504,860
ii. EPS FACTORY	
RAW MATERIALS	21,582,325.00
WORK IN PROGRESS	6,201,463.07
FINISHED GOODS	11,056,707
EPS CONSUMABLES STORES	12,148,847.01
TOTALS	55,015,306.08
B. MOVABLE ASSETS	
i. NHC	
PLANT AND EQUIPMENT	17,906,606
FURNITURE AND FITTINGS	35,605,627
COMPUTERS	15,570,480
TOTALS	69,082,713
ii. EPS FACTORY	
PRODUCTION PLANT AND MACHINERY	381,438,663
FURNITURE AND FITTINGS	414,637.33
TOOLS AND EQUIPMENT	293,385.12
TOTAL	382,146,685.45
GRAND TOTAL	506,244,704.53

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Burglary: Stock and Movable Assets	

Signature of Tenderer's Authorized Official _____ Date _____

POLICY NO.3 - CONSEQUENTIAL LOSS

SCHEDULE OF SPECIFICATIONS FORMING THE POLICY	
ITEM	AMOUNT (KSH)
RENTAL INCOME (All NHC Properties Per annum)	305,511,000.00
INCREASED COST OF WORKING	10,216,000.00
AUDITOR'S FEES	1,500,000.00
LOSS OF PRODUCTION AT EPS	157,000,000.00
TOTAL	474,227,000.00

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Consequential Loss	

Signature of Tenderer's authorized official _____ Date _____

POLICY NO.4 –GROUP PERSONAL ACCIDENT (ALL STAFF 24 HOURS COVER)

SUMMAR OF COVER	Personal accident covering the following persons against accidental death and/or injury in accordance with benefits specified in policy on all employees of the insured
NO OF PERSONS COVERED WITH BENEFITS	All 175 Corporation employees. Annual Gross Salary- KShs. 232,864,225.32 as at February 2022 Death- 5 year’s earnings P.T.D- 5 year’s earnings T.T.D- Actual weekly earnings up to 52 weeks Funeral Expenses per person- One hundred thousand shillings on upon production of burial permit by the County. Medical expenses only - One Million Five hundred thousand shillings only (Upon provision of interim/final medical bill); Compensation for permanent/temporary disability injuries must be in accordance to the doctor’s recommendation.
SPECIAL CLAUSE Included Risk -	Including riots and strikes Trust clause Payment on account Disappearance clause Including motor cycle Including air travel As fare paying passengers Act of terrorism
EXCLUDED RISKS	Aircrew duties Mountaineers/Speleology, winter sports, war and kindred risks People chasing ,motor cycle over 125 cc Professional big game hunting, Scuba diving/water sports

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Group Personal Accident (Staff)	

Signature of Tenderer’s authorized official _____

POLICY NO.5- GROUP PERSONAL ACCIDENT (9 BOARD MEMBERS)

SUMMARY OF COVER : Accidental death and/or bodily injury to the insured Board members

INSURED PERSONS : All insured employees (9 BOARD MEMBERS)

BENEFITS : Death - 8,000,000/=
: Permanent Total Disablement - 8,000,000/=
: Temporary Total Disablement (per week) - 100,000/=
: Medical - 1,000,000/=
: Funeral Expenses - 100,000/=

SPECIAL CLAUSES TO BE INCLUDED: (1) 24 Hour Cover

- (2) Automatic additions
- (3) Trustee clause
- (4) Disappearance clause
- (5) Air Travel as passenger
- (6) Riot and strike
- (7) Motor Cycling
- (8) Act of Terrorism
- (9) As fare paying Passengers

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Group Personal Accident (Board Members)	

Signature of Tenderer's Authorized Official _____ Date _____

**POLICY NO.6- GROUP PERSONAL ACCIDENT FOR CASUALS AT EPS
FACTORY,MAVOKO**

SUMMARY OF COVER : Accidental death and/or bodily injury to the insured Casuals at
EPS Factory, Mavoko

INSURED PERSONS	: 16 No. Casuals at EPS Factory, Mavoko	- 9,600,000/=
BENEFITS	: Death	- 1,000,000/=
	: Permanent Total Disablement	-1,000,000/=
	: Temporary Total Disablement (per week)	-100,000/=
	: Medical	-100,000/=
	: Funeral Expenses	-100,000/=

SPECIAL CLAUSES TO BE INCLUDED :

- (1) 24 Hour Cover
- 2) Automatic additions
- (3) Trustee clause
- (4) Disappearance clause
- (5) Air Travel as passenger
- (6) Riot and strike
- (7) Motor Cycling

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Group Personal Accident (Casuals at EPS Factory, Mavoko)	

Signature of Tenderer's Authorized Official _____ Date _____

POLICY NO.7 - WORK INJURY BENEFIT ACT – WIBA

SUMMARY OF COVER	Indemnity to the employer against legal liability under the WIBA Act 2007 and Awards for bodily injured medical expenses and last expense arising by accident or disease caused to the employees covered by WIBA only and occurring during the period of insurance and arising out of and in the course of that employment by the employer in the business subject to the terms, jurisdiction clause and exceptions, conditions and warranties of the WIBA policy.
INSURED PERSONS	Description insured (Kshs) Sum
	All 175 Corporation employees. Annual Gross Salary- KShs. 232,864,225.32 as at February 2022
	Death - 96 Months earnings
	Permanent Disablement
	(Continental scale benefit)
	Temporary Total Disablement 96 months earnings per employee
	100% of lost earnings
	Weekly benefit up to 52 weeks
	Medical expenses Kshs 500,000 per person
	Funeral Expenses Kshs 100,000 per person
SPECIAL CLAUSE	
TO BE INCLUDED	Fatal Accident Act
	Compensation for injuries and incapacitation must strictly be in accordance to WIBA 2007 and (any amendments thereof) and Doctor's recommendation.
	Including transportation risks to and from work as well as social or sporting activities
	Including annual declaration of salaries and premium adjustment
	Excluding claims arising due to breach of law
	Excluding war and kindred risks
	East Africa area with authority from National Housing Corporation
	Premium payment warranty
	Excluding any legal liability which is not provided for by WIBA Act

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Work Injury Benefit ACT (WIBA)	

Signature of Tenderer's authorized official _____ Date _____

POLICY NO. 8 - PUBLIC LIABILITY

CLASS OF INSURANCE: PUBLIC LIABILITY

To cover insured's legal liability for death or injuries to third parties or damage to third party including legal costs in defense of the claim.

GEOGRAPHICAL AREA : Kenya

LIMITS OF INDEMNITY : **General Liability - 5,000,000/=**

: **Foods and Drinks - 1,000,000/=**

SPECIAL CLAUSES TO BE INCLUDED

- (1) Fire and Explosion
- (2) Defective Sanitation Clause
- (3) Loading and unloading
- (4) Goods in trust
- (5) Pedal Cycle
- (6) Car park extension
- (7) Subrogation waiver clause
- (8) First aid facility
- (9) Executive staff liability
- (10) Delivery risks
- (11) Jurisdiction clause
- (12) Cross liability
- (13) Food and drink clause
- (14) Guest effects

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Public Liability	

Signature of Tenderer's authorized official _____ Date _____

POLICY NO. 9 - MOTOR VEHICLES

MOTOR VEHICLE INSURABLE VALUES			
MAKE	REG NO.	SUM INSURED (Kshs.)	VALUE OF WINDSCREEN (Kshs.)
TOYOTA LANDCRUISER PRADO	KCH 957Q	9,280,000.00	120,000.00
FORD RANGER D/CAB	KCD 849G	1,930,000.00	30,000.00
TOYOTA LANDCRUISER PRADO	KCH 868Q	9,150,000.00	120,000.00
FORD RANGER D/CAB	KCD 875 G	2,360,000.00	40,000.00
SUZUKI GRAND VITARA	KCD 819G	1,780,000.00	30,000.00
NISSAN NAVARA D/CAB	KBR 973U	1,950,000.00	50,000.00
TOYOTA DOUBLE CAB	KBN 185E	1,500,000.00	30,000.00
ISUZU MUX	KDG 190C	7,085,700.00	120,000.00
<u>COMMERCIAL VEHICLES</u>			
TOYOTA HIACE VAN	KBK 995Q	850,000.00	20,000.00
ISUZU NQR BUS	KCH 419Q	2,930,000.00	20,000.00
ISUZU NPR66 LORRY	KBD 775P	750,000.00	30,000.00
TOYOTA HIACE VAN	KBR 909K	1,750,000.00	30,000.00
TOYOTA HILUX PICK-UP	KCD 876G	2,230,000.00	30,000.00
<u>SPECIAL COMMERCIAL</u>			
HYSTER 60 FORTIS –FORK LIFT	KBR 631U	1,150,000.00	
MOTOR CYCLE	KBT 799N	130,000.00	
	TOTAL	44,825,700.00	670,000

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Motor Vehicles	

Signature of Tenderer's authorized Official _____ Date _____

POLICY NO.10 - MONEY INSURANCE

SCHEDULE OF SPECIFICATIONS FORMING THE POLICY	
MONEY IN TRANSIT	500,000.00

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June2023
Money Insurance	

Signature of Tenderer's authorized official _____ Date _____

POLICY NO.11 - PROFESSIONAL INDEMNITY COVER

SCHEDULE OF SPECIFICATIONS FORMING THE POLICY	
Professional Indemnity for	Insurance Value (Kshs)
Three (3) Land Valuers	30,000,000.00
Four (4) Architects	100,000,000.00
One (1) Land Surveyors	20,000,000.00
Five (6) Engineers	100,000,000.00
Four (4) Quantity Surveyors	100,000,000.00
Three (3) Lawyers	30,000,000.00
Total	380,000,000.00

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Professional Indemnity cover	

Signature of Tenderer's authorized official _____ Date _____

POLICY NO.12: FIRE AND PERIL - STOCK AND

MOVABLE

SCHEDULE OF SPECIFICATIONS FORMING THE POLICY	
ITEMS	VALUE (KSH)
A. STOCK	
i. NHC	
DRAWING MATERIALS	521,104
STORES GENERAL (OFFICE & COMPUTERSTATIONERY)	3,504,860
ii. EPS FACTORY	
RAW MATERIALS	21,582,325.00
WORK IN PROGRESS	6,201,463.07
FINISHED GOODS	11,056,707
EPS CONSUMABLES STORES	12,148,847.01
TOTALS	55,015,306.08
B. MOVABLE ASSETS	
i. NHC	
PLANT AND EQUIPMENT	17,906,606
FURNITURE AND FITTINGS	35,605,627
COMPUTERS	15,570,480
TOTALS	69,082,713
ii. EPS FACTORY	
PRODUCTION PLANT AND MACHINERY	381,438,663
FURNITURE AND FITTINGS	414,637.33
TOOLS AND EQUIPMENT	293,385.12
TOTAL	382,146,685.45
GRAND TOTAL	506,244,704.53

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Fire and Peril NHC Stock and Movable Assets	

Signature of Tenderer's authorized official _____ Date _____

POLICY NO.13 - FIRE AND PERIL: NHC HOUSE

SCHEDULE OF SPECIFICATIONS FORMING THE POLICY		
Title/ Parcel No.	Estate	Insurance Value
L.R NO. 209/4293	NHC House	775,000,000.00

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Fire and Peril for NHC House	

Signature of Tenderer's authorized official _____ Date _____

POLICY NO.14 - FIRE AND PERIL: EPS FACTORY

SCHEDULE OF SPECIFICATIONS FORMING THE POLICY		
Title/ Parcel No.	Estate	Insurance Value
LR. NO. 124298	EPS Factory	700,000,000.00

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Fire and Peril for EPS Factory	

Signature of Tenderer's authorized official _____ Date _____

**FIRE AND PERIL FOR NHC RENTAL ESTATES
POLICY NO.15 - FIRE AND PERIL NHC RENTAL ESTATES NAIROBI REGION**

SCHEDULE OF SPECIFICATIONS FORMING THE POLICY		
Title/ Parcel No.	Estate	Insurance Value
	NAIROBI REGION	
LR.NO. 61/92	Karanja Road - New	29,300,000.00
LR. NO. 61/438 & 440	Karanja Road - Old	42,000,000.00
LR NO. 209/7255	Sadi Road	162,000,000.00
	Kibera Commercial Center	651,777,000.00
	WOODLEY	
LR NO. 209/7031	Phase I	90,000,000.00
LR NO. 209/7032	Phase 2	22,500,000.00
LR NO. 209/7088	Phase 3	22,500,000.00
LR. NO. 94/69	Nyari (MD's Residence)	41,000,000.00
NRB/Block106/256-260	Langata Commercial Center	86,9792,905.6
	KWAL Shops	3,000,000.000
	Nairobi West - Type F (5 TP Houses)	52,500,000.00
	Nairobi West - Type G (1 Unsold House)	10,500,000.00
LR No.25980	Old Madaraka 2 Bedroom (1 Unsold Houses)	7,000,000.00
	Old Madaraka 3 Bedroom5 Unsold Houses)	37,500,000.00
	Kileleshwa Ex-Staff TPS	62,000,000.00
	TOTAL	2,103,369,905.60

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Fire and Peril for NHC Rental Estates Nairobi Region	

Signature of Tenderer's authorized official _____ Date _____

POLICY NO.16 - FIRE AND PERIL NHC RENTAL ESTATES IN OTHER REGIONS

SCHEDULE OF SPECIFICATIONS FORMING THE POLICY		
Title/ Parcel No.	Estate	Insurance Value
	OTHER REGIONS	
	CENTRAL KENYA	
335/245-254;335/261-279	Mumbi Estate - Muranga	27,000,000.00
LR.NO 1732	Wamagana - Nyeri	6,400,000.00
	ELDORET REGION	0
Block 11/27,30&31	Kidiwa Estate	27,000,000.00
Block 11/42,1146,1147	Kipchoge Estate & Kapsuswa Estate	54,000,000.00
Block 5/65-70;73-84	Bondeni II (Eldoret) Estate	42,000,000.00
Block 13/449,558,450-453,462-467 & 686-688	Elgon View	86,250,000.00
	NAKURU REGION	0
519/100	Njoro Township	5,500,000.00
	EASTERN REGION	0
Unsurveyed	Kithimani Rentals	23,000,000.00
Unsurveyed	Wote Rentals	11,250,000.00
Unsurveyed	Marsabit Rentals	2,500,000.00
Unsurveyed	Mutomo Rentals	8,500,000.00
Unsurveyed	Mutitu Rentals	4,000,000.00
Mavoko Municipality Block 94/152	Stoni Athi Economy Phase 1 Rentals	522,351,920.00
LR. NO. 337/1197/98	Athi River Rentals	6,500,000.00
Mavoko Municipality Block 94/4-151	Stoni Athi Economy Phase II Sector I	577,800,000.00
	WESTERN REGION	0
Unsurveyed	Amagoro Rentals	5,000,000.00
Unsurveyed	Nambale Rentals	3,500,000.00
Unsurveyed	Homa Bay Rentals	200,000.00
Unsurveyed	Vihiga Rentals	3,500,000.00
Unsurveyed	Mbita Rentals	3,500,000.00
	TOTAL	1,419,751,920

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022to 30th June 2023
Fire And Peril NHC Rental Estates in Other Regions	

Signature of Tenderer's authorized official _____ Date _____

POLICY NO.17 - FIRE AND PERIL NHC RENTAL CHANGAMWE ESTATE

SCHEDULE OF SPECIFICATIONS FORMING THE POLICY		
Title/ Parcel No.	Estate	Insurance Value
MN/VI/2712,2713, 2714,2715,2716 & 4110	CHANGAMWE ESTATE	
	Changamwe Infill	655,000,000.00
	Old Houses (Changamwe)	1,096,000,000.00
	Shops & Apartments (Changamwe)	16,240,000.00
	BAR & Restaurant(Changamwe)	5,800,000.00
	STORE(Changamwe)	425,000.00
	SITE OFFICE (Changamwe)	535,000.00
	TOTAL	1,774,000,000.00

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Fire and Peril NHC Rental ChangamweEstate	

Signature of Tenderer's authorized official _____ Date _____

POLICY NO.18 – FIRE AND PERIL NHC RENTAL OTHER ESTATES IN COASTREGION

SCHEDULE OF SPECIFICATIONS FORMING THE POLICY		
Title/ Parcel No.	Estate	Insurance Value
	OTHER ESTATES IN COAST REGION	
LR. NO. 1956/505	VOI RENTAL ESTATE	14,000,000.00
MOM/BLK/XIII/1 14	JOMO KENYATTA MAKANDE	573,000,000.00
	SHOPS (Jomo Kenyatta Makande`)	7,000,000.00
	TOTAL	594,000,000.00

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Fire and Peril NHC Rental other Estates in Coast Region	

Signature of Tenderer's authorized official _____ Date _____

NHC TENANT PURCHASE ESTATES IN NAIROBI AND OTHER REGIONS

**POLICY NO.19 - FIRE AND PERIL PUMWANI I & II TENANT
PURCHASEESTATES**

SCHEDULE OF SPECIFICATIONS FORMING THE POLICY		
Title/ Parcel No.	Estate	Insurance Value
LR No. 209/16438	Pumwani I	710,000,000.00
	Pumwani II	480,000,000.00
	TOTAL	1,190,000,000.00

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Fire and Peril for Pumwani I & II Tenant Purchase Estates	

Signature of Tenderer's authorized official _____ Date _____

POLICY NO.20 - FIRE AND PERIL LANGATA I TENANT PURCHASE ESTATE

SCHEDULE OF SPECIFICATIONS FORMING THE POLICY		
Title/ Parcel No.	Estate	Insurance Value
Nairobi/Block 106/251	Langata I	1,725,000,000.00
TOTAL		1,725,000,000.00

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Fire and Peril Langata I TenantPurchase Estate	

Signature of Tenderer's authorized official _____ Date _____

**POLICY NO.21 - FIRE AND PERIL FOR LANGATA II TENANT
PURCHASEESTATE**

SCHEDULE OF SPECIFICATIONS FORMING THE POLICY		
Title/ Parcel No.	Estate	Insurance Value
Nairobi Block 106/252&253	Langata II	2,325,000,000.00
TOTAL		2,325,000,000.00

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Fire and Peril for Langata II TenantPurchase Estate	

Signature of Tenderer's authorized official _____ Date _____

**POLICY NO.22 - FIRE AND PERIL FOR LANGATA III & IV TENANT
PURCHASEESTATES**

SCHEDULE OF SPECIFICATIONS FORMING THE POLICY		
Title/ Parcel No.	Estate	Insurance Value
Nairobi/Block 106/254	Langata III	825,000,000.00
Nairobi/Block 106/255	Langata IV	1,280,000,000.00
	TOTAL	2,105,000,000.00

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Fire and Peril for Langata III & IV Tenant Purchase Estates	

Signature of Tenderer's authorized official _____ Date _____

**POLICY NO.23 - FIRE AND PERIL FOR LANGATA V TENANT
PURCHASEESTATE**

SCHEDULE OF SPECIFICATIONS FORMING THE POLICY		
Title/ Parcel No.	Estate	Insurance Value
Nairobi/Block 106/261	Langata V	1,215,000,000.00
	TOTAL	1,215,000,000.00

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Fire and Peril for Langata V TenantPurchase Estate	

Signature of Tenderer's authorized official _____ Date _____

**POLICY NO.24 - FIRE AND PERIL LANGATA VI & MADARAKA
ESTATESTENANT PURCHASE**

SCHEDULE OF SPECIFICATIONS FORMING THE POLICY		
Title/ Parcel No.	Estate	Insurance Value
Nairobi/Block 106/261	Langata VI	560,000,000.00
	Madaraka TP	488,000,000.00
	TOTAL	1,048,000,000.00

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Fire and Peril Langata VI Estate	

Signature of Tenderer's authorized official _____ Date _____

POLICY NO.25 - FIRE & PERIL: OTHER TENANT PURCHASE ESTATES

SCHEDULE OF SPECIFICATIONS FORMING THE POLICY		
Title/ Parcel No.	Estate	Insurance Value
	Other Tenant Purchase Estates	
Nyeri Municipality Block 4/75/(235-280)	Nyeri	191,500,000.00
LR N. 24415/2-88	Mamboleo	298,000,000.00
Kakamega Municipality Block IV/260,352,402	Kakamega	280,000,000.00
	Kanyakwar I	598,000,000.00
	Kisii I & II TP	320,000,000.00
	Busia TP	2,400,000.00
LR No. 27028/2-75	Vihiga TP	7,500,000.00
Nakuru Municipality Block 10/164,163,376,145,146 & Block 15/879 & Block 15/53	Kabachia TP	121,100,000.00
Mombasa Mainland South Block 3/484,485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 505, 506, 507, 508, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579.	Likoni	81,000,000.00
Malindi Municipality No. 10730	Sabaki	54,400,000.00
	TOTAL	2,487,900,000

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Fire and Peril for Other Tenant Purchase Estates	

Signature of Tenderer's authorized official _____ Date _____

POLICY NO.26 – ALL RISKS: STOCK AND MOVABLE ASSETS

SCHEDULE OF SPECIFICATIONS FORMING THE POLICY	
ITEMS	VALUE (KSH)
C. STOCK	
iii. NHC	
DRAWING MATERIALS	521,104
STORES GENERAL (OFFICE & COMPUTER STATIONERY)	3,504,860
iv. EPS FACTORY	
Raw Materials	21,582,325.00
Work In Progress	6,201,463.07
Finished Goods	11,056,707
EPS Consumables Stores	12,148,847.01
TOTALS	55,015,306.08
D. MOVABLE ASSETS	
iii. NHC	
PLANT AND EQUIPMENT	17,906,606
FURNITURE AND FITTINGS	35,605,627
COMPUTERS	15,570,480
TOTALS	69,082,713
iv. EPS FACTORY	
PRODUCTION PLANT AND MACHINERY	381,438,663
FURNITURE AND FITTINGS	414,637.33
TOOLS AND EQUIPMENT	293,385.12
TOTAL	382,146,685.45
GRAND TOTAL	506,244,704.53

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
All Risks: Stock and Movable Assets	

Signature of Tenderer's Authorized Official _____ Date _____

**POLICY NO.27 – EMPLOYER’S LIABILITY
CLASS OF INSURANCE: PUBLIC LIABILITY**

To cover insured’s legal liability to employees in case of court awards to employees.

GEOGRAPHICAL AREA : Kenya

LIMITS OF INDEMNITY : **General Liability between 10,000,000/= and 20,000,000/=**

: Foods and Drinks - 5,000,000/=

SPECIAL CLAUSES TO BE INCLUDED

- (1) Fire and Explosion
- (2) Defective Sanitation Clause
- (3) Loading and unloading
- (4) Subrogation waiver clause
- (5) First aid facility
- (6) Executive staff liability
- (7) Jurisdiction clause
- (8) Cross liability
- (9) Food and drink clause

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Public Liability	

Signature of Tenderer’s authorized official _____ Date _____

POLICY NO.28 - FIRE AND PERIL: PARK ROAD ESTATE

SCHEDULE OF SPECIFICATIONS FORMING THE POLICY		
Title/ Parcel No.	Estate	Insurance Value
	PARK ROAD ESTATE	4,918,191,212

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
Fire and Peril for NHC House	

Signature of Tenderer's authorized official _____ Date _____

POLICY NO.29 – ALL RISKS: MOVABLE ASSETS (Park Road Estate)

SCHEDULE OF SPECIFICATIONS FORMING THE POLICY	
ITEMS	VALUE (KSH)
D. MOVABLE ASSETS	
Lifts	63,682,216.00
Pumps	4,065,008.00
Generators	8,000,000.00
TOTALS	75,747,224.00

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
All Risks: Stock and Movable Assets	

Signature of Tenderer's authorized official _____ Date _____

POLICY NO.30 – FIRE AND PERILS: MOVABLE ASSETS (Park Road Estate)

SCHEDULE OF SPECIFICATIONS FORMING THE POLICY	
ITEMS	VALUE (KSH)
D. MOVABLE ASSETS	
Lifts	63,682,216.00
Pumps	4,065,008.00
Generators	8,000,000.00
TOTALS	75,747,224.00

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
All Risks: Stock and Movable Assets	

Signature of Tenderer's authorized official _____ Date _____

POLICY NO.31 – BURGLARY: MOVABLE ASSETS (Park Road Estate)

SCHEDULE OF SPECIFICATIONS FORMING THE POLICY	
ITEMS	VALUE (KSH)
D. MOVABLE ASSETS	
Lifts	63,682,216.00
Pumps	4,065,008.00
Generators	8,000,000.00
TOTALS	75,747,224.00

SUBMIT YOUR RATES HERE IN BELOW

Policy	PREMIUM (KSHS.) 1st July 2022 to 30th June 2023
All Risks: Stock and Movable Assets	

Signature of Tenderer's authorized official _____ Date _____

SECTION VII - STANDARD FORMS

Notes on the standard forms

1. Price Schedule Form - The price schedule form must similarly be completed and submitted with the tender.
2. Forms of Tender - The forms 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.
3. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
4. Tender Security Form - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
5. 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.

PRICE SCHEDULE – I

FOR THE ONE YEAR PERIOD FROM 1st July 2022 to 30th June 2023

S/ NO.	Policy	IRA RATE	RATE USED	DISCOUNT	PREMIUM
1.	Fidelity Guarantee Cover				
2.	Burglary: Stock and Movable Assets				
3.	Consequential Loss				
4.	Group Personal Accident (Staff)				
5.	Group Personal Accident (Board Members)				
6.	Group Personal Accident (Casuals at EPS Factory, Mavoko)				
7.	Work Injury Benefit ACT (WIBA)				
8.	Public Liability				
9.	Motor Vehicles				
10.	Money Insurance				
11.	Professional Indemnity cover				
12.	Fire and Peril NHC Stock and Movable Assets				
13.	Fire and Peril for NHC House				
14.	Fire and Peril for EPS Factory				
15.	Fire and Peril for NHC Rental Estates Nairobi Region				
16.	Fire And Peril NHC Rental Estates in Other Regions				
17.	Fire and Peril NHC Rental Changamwe Estate				
18.	Fire and Peril NHC Rental other Estates in Coast Region				

S/ NO.	Policy	IRA RATE	RATE USED	DISCOUNT	PREMIUM
19.	Fire and Peril for Pumwani I & II Tenant Purchase Estates				
20.	Fire and Peril Langata I Tenant Purchase Estate				
21.	Fire and Peril for Langata II Tenant Purchase Estate				
22.	Fire and Peril for Langata III & IV Tenant Purchase Estates				
23.	Fire and Peril for Langata V Tenant Purchase Estate				
24.	Fire and Peril Langata VI Estate & Madaraka TPs				
25.	Fire and Peril for Other Tenant Purchase Estates				
26.	All Risk Stock and Movable Assets				
27.	Employer's Liability				
28.	Fire & Perils : Park Road Estate				
29.	All Risks: Movable Assets (Park Road Estate)				
30.	Fire & Perils: Movable Assets (Park Road Estate)				
31.	Burglary: Movable Assets (Park Road Estate)				

SECTION VI

N.B. COMPLYING STATEMENT

The tenderer shall state whether the insurance cover to be provided shall comply with the item to be insured in relation to the item description by apportioning either of the two words in the last column (complied or not complied) and reasons for not complying may be provided, if any

State your operations telephone contacts.....

Signature of tenderer (Authorized).....

Name of tenderer (Authorized)

Stamp

Date.....

The tenderer shall provide the following details for each item to be insured

- a. The underwriters
- b. Applicable rates
- c. Premium and associated costs
- d. Excess charges
- e. Cover extensions
- f. Cover exemption/exclusions

1. FORM OF TENDER - FIDELITY GUARANTEE COVER

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provideunder 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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of }

2. FORM OF TENDER - BURGLARY: STOCK AND MOVABLE ASSETS

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provideunder 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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of}

3. FORM OF TENDER -

CONSEQUENTIAL LOSS

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provideunder 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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of }

**4. FORM OF TENDER -
(STAFF)**

GROUP PERSONAL ACCIDENT

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers)
the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide
.....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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of }

**5. FORM OF TENDER - GROUP PERSONAL ACCIDENT
(BOARD MEMBERS)**

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers)
the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide
.....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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of}

**6. FORM OF TENDER - GROUP PERSONAL ACCIDENT
(CASUALS AT EPS FACTORY, MAVOKO)**

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers)
the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide
.....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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of}

7. FORM OF TENDER - WORK INJURY BENEFIT ACT (WIBA)

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provideunder 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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of }

8. FORM OF TENDER -

PUBLIC LIABILITY

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provideunder 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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of}

9. FORM OF TENDER -

MOTOR VEHICLES

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provideunder 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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of}

10. FORM OF TENDER -

MONEY INSURANCE

To: _____

Date _____

Name and address of procuring entity

Tender Name _____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provideunder 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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of}

11. FORM OF TENDER -

PROFESSIONAL INDEMNITY COVER

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provideunder 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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of }

12. FORM OF TENDER -

FIRE AND PERIL NHC STOCK AND MOVABLE ASSETS

To: _____

Date _____

Name and address of procuring entity

Tender Name _____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provideunder 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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of}

13. FORM OF TENDER -

FIRE AND PERIL FOR NHC HOUSE

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provideunder 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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of}

14. FORM OF TENDER - FIRE AND PERIL FOR EPS FACTORY

To: _____

Date _____

Name and address of procuring entity

Tender Name _____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provideunder 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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of}

15. FORM OF TENDER - FIRE AND PERIL FOR NHC RENTAL ESTATES NAIROBI REGION

To: _____

Date _____

Name and address of procuring entity

Tender Name _____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provideunder 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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of}

**16. FORM OF TENDER -FIRE AND PERIL NHC RENTAL
ESTATES IN OTHER REGIONS**

To: _____

Date _____

Name and address of procuring entity

Tender Name _____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers)
the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide
.....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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of}

**17. FORM OF TENDER - FIRE AND PERIL NHC RENTAL
CHANGAMWE ESTATE**

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers)
the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide
.....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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of}

**18. FORM OF TENDER - FIRE AND PERIL NHC RENTAL OTHER ESTATES
IN COAST REGION**

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers)
the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide
.....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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of}

19. FORM OF TENDER - FIRE AND PERIL FOR PUMWANI I & II TENANT PURCHASE ESTATES

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provideunder 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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of}

**20. FORM OF TENDER -FIRE AND PERIL LANGATA I TENANT
PURCHASE ESTATE**

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers)
the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide
.....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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of}

**21. FORM OF TENDER - FIRE AND PERIL FOR LANGATA II
TENANT PURCHASE ESTATE**

To: _____

Date _____

Name and address of procuring entity

Tender Name _____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers)
the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide
.....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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of}

**22. FORM OF TENDER - FIRE AND PERIL FOR LANGATA III & IV
TENANT PURCHASE ESTATES**

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers)
the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide
.....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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of }

23. FORM OF TENDER -

**FIRE AND PERIL FOR LANGATA V
TENANT PURCHASE ESTATE**

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers)
the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide
.....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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of}

24. FORM OF TENDER - FIRE AND PERIL LANGATA VI ESTATE

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provideunder 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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of }

25. FORM OF TENDER - FIRE AND PERIL FOR OTHER TENANT PURCHASE ESTATES

To: _____

Date _____

Name and address of procuring entity

Tender Name _____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provideunder 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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of}

26. FORM OF TENDER – ALL RISK STOCK ANDMOVABLE ASSETS

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provideunder 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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of}

27. FORM OF TENDER - EMPLOYER'S LIABILITY

To: _____

Date _____

Name and address of procuring entity

Tender Name _____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provideunder 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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of}

**28. FORM OF TENDER - FIRE & PERILS : PARK ROAD
ESTATE**

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers)
the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide
.....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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of}

29. FORM OF TENDER - ALL RISKS: MOVABLE ASSETS (PARK ROAD ESTATE)

To: _____

Date _____

Name and address of procuring entity

Tender Name _____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provideunder 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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of}

30. FORM OF TENDER - FIRE & PERILS: MOVABLE ASSETS (PARK ROAD ESTATE)

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provideunder 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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of }

31. FORM OF TENDER - BURGLARY: MOVABLE ASSETS (PARK ROAD ESTATE)

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provideunder 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.

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

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of }

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] having our registered office at (hereinafter called “the Guarantor”), are bound unto [Name of Procuring Entity](hereinafter called “the Procuring Entity”) 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 the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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]
[Signature of the Guarantor]

[Witness]

[Seal]

PERFORMANCE BANK GUARANTEE [UNCONDITIONAL]

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 goods] (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/Insurance Company guarantee by a reputable Bank/Insurance Company 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 figure] 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 you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of20.....

Signed and seal of the Guarantors

[name of Bank/Insurance Company]

[address]

[date]

CONTRACT FORM

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

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

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

TENDER SECURING DECLARATION FORM - (FOR FIRMS UNDER SPECIALGROUPS - AGPO) [This form shall be filled by the tenderer in accordance with the instructions indicated.]

Date:/...../.....[(*day, month and year*)]

Tender No.:

Tender Description:.....

To:.....[
Procuring Entity]

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender-Securing Declaration.

We accept that our future ability to tender shall be jeopardized if we are in breach of our obligation(s) under the Tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- (b) having been notified of the acceptance of our Tender by the Purchaser during the period of Tender validity;
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful tenderer, upon the earlier of;

- (i) our receipt of your notification to us of the name of the successful tenderer; or
- (ii) twenty-eight days after the expiration of our Tender.

Signed:.....[*person whose name and capacity are shown*]

In the capacity of[*legal capacity of person signing the Tender Securing Declaration*]

Name:.....[**Full name of person signing the Tender Securing Declaration**]

Duly authorized to sign the Tender for and on behalf of:..... [**Full name of tenderer**]

[**Signature**]:.....

SELF DECLARATION THAT THE PERSON/CONSULTANT IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015

I,, of Post Office 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 Proposal 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)

Bidder's Official Stamp

SELF DECLARATION THAT THE PERSON/CONSULTANT 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 Proposal
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 Proposal

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

..... (Title) (Signature)

Bidder's Official Stamp