



**NATIONAL LAND COMMISSION**

**TENDER DOCUMENT**

**FOR**

**PROVISION OF GROUP PERSONAL ACCIDENT AND  
WORK INJURY BENEFIT (GPA & WIBA)**

TENDER NO: NLC /ONT/HRM /003/2017-2019

**Ardhi House, Ngong Road 12th Floor.**

**P.O. Box 44417-00100**

**Nairobi.**

**Tel: 2718050**

**Email: [info@landcommission.go.ke](mailto:info@landcommission.go.ke)**

**Website: [www.landcommission.go.ke](http://www.landcommission.go.ke)**

**CLOSING DATE: WEDNESDAY, 20<sup>TH</sup> DECEMBER, 2017**

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## **INTRODUCTION**

NATIONAL LAND COMMISSION herein after referred to as NLC, intends to engage the services of competent Insurance firm who will be expected to provide Group Personal Accident and Work Injury Benefit Insurance Cover (GPA & WIBA) to 448 members (Commissioners & staff). The successful firm will undertake the following: -

- a) Study and negotiate the terms of the insurance policies to suit the requirements of NLC.
  
- b) Handle insurance claims.
  
- c) Advise NLC on the appropriate insurance protection for their insurable interests.

**NOTE:** Bidders must possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, experience in the provision of insurance services, reputation, and the personnel to perform the contract. They should also have legal capacity to enter into the contract and that they have continuously fulfilled obligations to pay taxes and social Security contributions.

## SECTION I – INVITATION TO TENDER

Date: 21<sup>st</sup> November, 2016

TENDER NO.NLC/ONT/HRM/002/2017-2019

PROVISION OF COMPREHENSIVE INSURANCE COVER

The National Land Commission invites sealed tenders from insurance companies (underwriters only) for **Provision of Insurance Covers** for a period of Twelve (12) Months with an option of renewal for an additional twelve (12) Months subject to Satisfactory Performance.

TENDER NO.	TENDER DESCRIPTION	ELIGIBILITY	TENDER SECURITY	SUBMISSION DEADLINE
NLC/ONT/HRM/002/ 2017-2019	Provision of Medical Insurance Cover	Open to licensed insurance underwriters only	Kshs.1Million	Wednesday 20 <sup>th</sup> December, 2017 at 11.00 Hours East Africa Time
NLC/ONT/HRM/003/ 2017-2019	Provision of Group Personal Accident and Work Injury Benefit Cover(GPA & WIBA)	Open to licensed insurance underwriters only	Ksh.100,000	Wednesday 19 <sup>th</sup> December, 2017 at 11.00 Hours East Africa Time

Tender Documents with detailed specifications, terms and conditions of tendering, may be obtained from the **Procurement Office on Ground floor, ACK Garden Annex** during **working hours** upon payment of non-refundable fee of kshs.1, 000 per set of document. Payments should be made at the National Land Commission Cash Office **Ground floor, ACK Garden Annex**. Alternatively, interested and eligible tenderers may download the tender document(s) **FREE OF CHARGE** from National Land Commission **website** [www.landcommission.go.ke](http://www.landcommission.go.ke) or the **National Treasury's IFMIS PORTAL: www.supplier.treasury.go.ke**. Bidders who download the documents are required to forward their particulars to the Procurement Office for records and for the purposes of receiving any further tender clarifications and/or addendums where applicable.

Tenders must be accompanied by a Tender Security in form of a Bank Guarantee from a reputable Bank or Guarantee from an Insurance Company approved by the Public Procurement Regulatory Authority (PPRA) payable to Secretary/CEO, National Land Commission.

Prices quoted should be net inclusive of all taxes and delivery cost and should remain valid for ninety (90) days after date of Tender opening. Completed Tender documents are to be enclosed in plain sealed envelopes, marked with the Tender number and name and be deposited in the Tender Box located at National Land Commission, Ground floor ACK Garden Annex, Ngong Road, Nairobi and addressed to;

**THE SECRETARY/CEO  
NATIONAL LAND COMMISSION  
P. O. BOX 44417-00100  
NAIROBI.**

So as to be received on or before **Wednesday 20th December, 2017 at 11.00 a.m.**

Tenders will be opened immediately thereafter in the presence of the Tenderers representatives who choose to attend the opening at **the 7<sup>th</sup> Floor Board Room ,ACK Garden Annex , Ngong Road, Nairobi. Late bids will be rejected.**

**HEAD, SUPPLY CHAIN MANAGEMENT  
FOR: CEO/SECRETARY**

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## **SECTION II - INSTRUCTIONS TO BIDDERS**

### **2.1. Eligible Bidders**

2.1.1 This Invitation for Tenders is restricted to all Insurance service providers Successful Bidders shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2 NLC's employees, Commissioners and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3 Bidders shall provide the qualification information statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by NLC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4 Bidders involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

2.2.1 The Bidder shall bear all costs associated with the preparation and submission of its tender, and NLC, 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 tender document shall be issued free of charge if downloaded and if hard copy Ksh.1000.00

2.2.3 NLC shall allow the Bidder to review the tender document free of charge.

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

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

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

- (x) Tender security Form
- (xi) FORM 1 – Professional Qualifications
- (xii) FORM 2 – Requirements For Proposed Underwriters
- (xiii) FORM 3 – Client reference Form

2.3.2 The Bidder 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 Bidders 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 NLC by post, fax or by email at NLC's address indicated in the Invitation for tenders. NLC will respond in writing to any request for clarification of the tender documents, which it receives not later than four (4) days prior to the deadline for the submission of the tenders, prescribed by NLC. Written copies of the NLC's 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 NLC shall reply to any clarifications sought by the Bidder within 2 days of receiving the request to enable the Bidder to make timely submission of its tender.

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

## **2.5 Amendment of Tender Documents**

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

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

2.5.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their tenders, NLC, 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 Bidder, as well as all correspondence and documents relating to the tender exchanged by the Bidder and NLC, shall be written in English language. Any printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7. Documents Comprising the Tender**

2.7.1 The tender prepared by the Bidder 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 Bidder 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
- (d) Declaration Form

## **2.8. Form of Tender**

2.8.1 The Bidder shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

## **2.9. Tender Prices**

2.9.1 The Bidder 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 Bidder shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11. Bidders Eligibility and Qualifications**



- 2.11.1 Pursuant to paragraph 2.1 the Bidder shall furnish, as part of its tender, documents establishing the Bidders eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the Bidder's qualifications to perform the contract if its tender is accepted shall establish to NLC's satisfaction that the Bidder has the financial and technical capability necessary to perform the contract.

## 2.12. Tender Security

- 2.12.1 The Bidder shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Bidders.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect NLC against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of:-  
Cash, bank guarantee, such insurance guarantee approved by the Public Procurement Oversight Authority.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 **shall be rejected by NLC as non-responsive**, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Bidder's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Bidder's tender security will be discharged upon the Bidder signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
  - (a) If a Bidder withdraws its tender during the period of tender validity.
    - (i) In the case of a successful Bidder, if the Bidder fails:
    - (ii) to sign the contract in accordance with paragraph 2.29 or

(iii) (iii) to furnish performance security in accordance with paragraph 2.30.

(b) If the Bidder rejects correction of an arithmetic error in the tender.

### **2.13. Validity of Tenders**

2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by NLC as non-responsive.

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

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

2.14.1 The Bidder shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder 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 Bidder, in which case such corrections shall be initialed by the person or persons signing the tender.

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

2.15.1 The Bidder shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

(a) Be addressed to NLC at the address given in the Invitation to Tender. Bear quotation number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE **Wednesday, 20th December, 2017 at 11.00 a.m.**"

- (b) The inner envelopes shall also indicate the name and address of the Bidder 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, NLC will assume no responsibility for the tender’s misplacement or premature opening.

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

Tenders must be received by NLC at the address specified under paragraph 2.15.2 not later than **Wednesday, 20th December, 2017 at 11.00 a.m.**

2.16.1 NLC 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 NLC and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

## **2.17. Modification and Withdrawal of Tenders**

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

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Bidder’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

NLC will open all tenders on **Wednesday, 20th December, 2017 at 11.00 a.m.**

## **2.19 Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders NLC may, at its discretion, ask the Bidder 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 Bidder to influence NLC in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the Bidders' tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 NLC 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 No correction of Arithmetical errors.
- 2.20.3 NLC 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 Bidder.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, NLC 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. NLC's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by NLC and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

## **2.21. Conversion to single currency**

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

2.22.2 NLC's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

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

Pursuant to paragraph 2.22.2 the following evaluation methods will be applied.

(a) Operational Plan

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

(b) Deviation in payment schedule

- (i) Bidders shall state their tender price for the payment on schedule outlined in the special conditions of contract.

Tenders will be evaluated on the basis of this base price.

Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. NLC may consider the alternative payment schedule offered by the selected Bidder.

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

## **2.23. Contacting NLC**

2.23.1 Subject to paragraph 2.19 no Bidder shall contact NLC 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 Bidder to influence NLC in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Bidders' tender.

## **2.24 Post-qualification**

2.24.1 NLC will verify and determine to its satisfaction whether the Bidder 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 Bidder financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidders qualifications submitted by the Bidder, pursuant to paragraph 2.11.2, as well as such other information as NLC deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's tender, in which event NLC will proceed to the next lowest evaluated tender to make a similar determination of that Bidder's capabilities to perform satisfactorily.

## **2.25 Award Criteria**

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

2.25.2 To qualify for contract awards, the Bidder shall have the following:-

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

## **2.26. NLC's Right to accept or Reject any or all Tenders**

2.26.1 NLC 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 Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for NLC's action. If NLC determines that none of the tenders is responsive, NLC shall notify each Bidder who submitted a tender.

2.26.2 NLC shall give prompt notice of the termination to the Bidders and on request give its reasons for termination within 14 days of receiving the request from any Bidder.

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

## **2.27 Notification of Award**

2.27.1 Prior to the expiration of the period of tender validity, NLC will notify the successful Bidder 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 Bidder and NLC pursuant to clause 2.9. Simultaneously the other Bidders shall be notified that their tenders were not successful.

2.27.3 Upon the successful Bidder's furnishing of the performance security pursuant to paragraph 2.29 NLC will promptly notify each Unsuccessful Bidder and will discharge its tender security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

2.28.1 At the same time as NLC notifies the successful Bidder that its tender has been accepted, NLC will simultaneously inform the other Bidders that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to NLC.

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 Bidder shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to NLC.

2.29.2 Failure by the successful Bidder 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 NLC may make the award to the next lowest evaluated tender or call for new tenders.

## **2.3 Corrupt or Fraudulent Practices**

2.30.1 NLC requires that Bidders observe the highest standard of ethics during the procurement process and execution of contracts. A Bidder shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 NLC will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

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



## APPENDIX TO INSTRUCTIONS TO BIDDERS

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

Instruction to Tenderers	Particulars of Appendix to instructions to Bidders
2.1	Insurance Underwriters Only
2.12.1	Tender security required- KShs.100,000/= in the form of Unconditional Bank Guarantee from a reputable bank in Kenya or eligible insurance company valid for 90 days from the date of tender opening.
2.14.1	<i>Bidders shall provide 1 ORIGINAL and 1 copy of the tender document</i>
2.15.2 (b)	The closing date of the tender shall be <b>Wednesday,20th December,2017 at 11.00 a.m</b>
<p>2.22 Evaluation &amp; Comparison of tenders</p> <p>The evaluation and comparison of tenders shall be as follows:-</p> <p><b>Confirmation of compliance with Mandatory requirements.</b></p> <ul style="list-style-type: none"> <li>• Bidders who fail to comply with any of the mandatory requirements shall be treated as non-responsive and rejected at this stage.</li> </ul> <p><b>Technical Evaluation.</b></p> <ul style="list-style-type: none"> <li>• Bidders who were responsive under the mandatory evaluation criteria shall be evaluated as per the Technical Evaluation Criteria set out in the table below. Bidders are required to score at least 70% to qualify for further evaluation under the Financial Evaluation Criteria.</li> </ul> <p><b>Financial Evaluation.</b></p> <ul style="list-style-type: none"> <li>• The quotations received from the responding bidders shall be evaluated and ranked from the lowest to the highest provided that the quotations were obtained from the eligible insurers as specified in Section 4.1. The financial evaluation shall also take into consideration the Price Schedule Form and any conditions attached to the quotations for each class of insurance specified in</li> </ul>	

tables of Schedule of Insurance Requirements such as exclusion clauses which will not be favorable to NLC	
2.25.1	The provision of insurances services will be awarded to the overall lowest evaluated bidder
2.29	Performance security of 5% of tender sum in form of unconditional bank guarantee

## (II) CRITERIA OF EVALUATION

1.	MANDATORY REQUIREMENTS	(YES/NO)
a)	Certificate from Insurance Regulatory Authority (IRA) for current year (2016) as an <b>Insurance provider</b> (attach a copy of license)	
b)	Registration as a member of AKI for the current year 2016	
c)	Submit a Copy of Valid Tax Compliance Certificate from KRA	
d)	A copy of certificate of incorporation/Registration	
e)	Dully filled, signed & stamped Confidential Business Questionnaire Form	
f)	A copy of valid Single business permit from County Government	
g)	Duly filled, signed and stamped form of tender	
h)	Must provide one original bid.	
i)	Tender security of Ksh. 100,000 in the form of Unconditional Bank Guarantee from a reputable bank or eligible insurance company in Kenya and valid for 90 days from the date of tender opening	
j)	Details of professional qualifications for principal officer and at least three other senior officer in the prescribed format (FORM 1 attached).	
k)	Completed Client Reference Forms – (FORM 3) from at least five (5) corporate clients, duly filled, signed and stamped.	

1)	<p>Each underwriting company should only tender <i>one bid document</i>. Incase more than one bid is submitted the first bid obtained from procurement office or registered after downloading shall prevail (on first come basis). Each Entity should centralize its bidding process to avoid being eliminated at this stage.</p> <p>The person obtaining tender document or forwarding details of the firm after downloading of tender document should have a written authority from the Insurance underwriting firm (attach copy of authorization from the organization).</p>	
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**Note:**

1. **Where certified copies are required, they must be done so by a commissioner of Oaths.**
2. **Bidders must meet all the mandatory requirements to qualify for technical evaluation.**

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

2.	<b>TECHNICAL EVALUATION OPERATIONS PERFORMANCE &amp; HUMAN RESOURCES</b>	<b>Max Scores</b>	<b>Marks Awarded</b>
a)	Firm experience as shown by number of years in insurance business. (3 points for every year's experience up to a maximum of 5 years)	15	
a)	List of at least (5) current Corporate Clients ( <b>Attach Evidence LSO, copy of contract or completion certificates</b> ) (5 marks for each max of 5 letters)	25	
b)	List at least five (5) key professional staff and specify portfolio/tasks Attach CVs of the personnel (3 marks for each professional up to max of 5)	15	
d)	Submit a copy of audited accounts for the latest two (2) financial years (2014, and 2015/16) (5 marks for each year)	10	

e)	Professional Indemnity Cover of at least Ksh. <b>10M</b>	9	
h)	Gross premium turnover (Average premium turnover for the last two years) - 2 points for every Kshs. 5 million handled.	10	
i)	Claims Administration (at least 6 clients) Based on Client Reference FORM 3. (2 points for each client)	12	
j)	Document Conformity/Presented in a required format	4	
	<b>TOTAL TECHNICAL</b>	100	

To qualify for financial evaluation the bidder must score a minimum of 70 points (70%).

### 3. Financial Evaluation

The firm attaining the lowest financial score after surpassing the minimum technical score shall be recommended for award.

## SECTION III - GENERAL CONDITIONS OF CONTRACT

### Table of Clauses

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## **SECTION III      GENERAL CONDITIONS OF CONTRACT**

### **3.1.    Definitions**

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

- (a)    “The Contract” means the agreement entered into between NLC and the Bidder, 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 Bidder under the Contract for the full and proper performance of its contractual obligations
  
- (c)    “The Services” means services to be provided by the Bidder including any documents, which the Bidder is required to provide to NLC under the Contract.
  
- (d)    “NLC” 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 NLC'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 NLC 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 NLC'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 NLC and shall be returned (all copies) to NLC on completion of the contract's or performance under the Contract if so required by NLC.

### **3.5. Patent Rights**

3.5.1 The Contractor shall indemnify NLC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

### **3.6 Performance Security**

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful Bidder shall furnish to NLC the performance security where applicable in the amount specified in SCC

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

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

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

3.6.4 The performance security will be discharged by NLC and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7. Delivery of services and Documents**

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

### **3.8. Payment**

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

3.82. Payment shall be made promptly by NLC as specified in the contract.

### **3.9. Prices**

3.9.1 Prices charged by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Bidder in its tender.

### **3.10. Assignment**

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with NLC's prior written consent.

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

3.11.1 NLC 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 NLC.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract

- (c) If the Contract in the judgment of NLC has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event NLC 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 NLC for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

### **3.12. Termination for Insolvency**

3.12.1 NLC 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 NLC.

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

3.13.1 NLC by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

### **3.14 Resolution of Disputes**

3.14.1 NLC and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.



### **3.15. Governing Language**

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

## **SECTION IV – SPECIAL CONDITIONS OF CONTRACT**

### **Duties of the Insurance Provider**

- Ensure all Last Expense claims for Commissioners and employees are settled within 24 hours and for spouses and children are settled within 7 days.
- Ensure all fully documented Group Life claims are settled within 28 days
- Ensure preparation of monthly claims records which must be submitted to NLC by 15<sup>th</sup> of the following month
- Arrange regular meetings to review performance of the covers.

**NB:** - The procuring entity shall disqualify a bidder whose special conditions or exclusions are too exposing to the procuring entity in terms of uncovered risks without further reference to the bidder. The policy to have a cancellation notice of at least 60 days.

4.3 Special Conditions of Contract as relates to the General Conditions of Contract are tabulated below:-

Reference of General Conditions of Contract	Special Condition of Contract
3.6 Performance security	5% of tender sum in form of unconditional bank guarantee
3.7 Delivery of Services	The insurance service provider shall be required to confirm cover before the commencement date by delivering the insurer's confirmation endorsements, Policy Document and insurance certificates where applicable. The policy document shall be prepared and delivered within 30 days from the cover commencement date.
3.8 Payment	Payment of premium shall be made by NLC as specified under clause 3.82
3.9 Price adjustment	There shall be no price adjustment.
3.14 Dispute resolution	In case of a dispute between the service provider & the procuring entity, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred to arbitration as per the provisions of the Arbitration Act of 1995(Cap 49) before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the Chartered Institute of Arbitrators Kenya Branch and any award given shall be final
3.16 Applicable law	Laws of Kenya
3.18 Notices	NATIONAL LAND COMMISSION P. O. Box 44417– 00100, Nairobi

## SECTION V - SCHEDULE OF REQUIREMENTS

1. Bidders are required to provide their quotations based on the format of the appended **Schedule of Insurance Requirements** and should enumerate all the exclusions, extensive and special clauses, policy limitations and excess applicable under each of the policies.
2. Bidders will be required to provide a summary of their quotations based on the format of the appended **Price Schedule Form**. Bidders must take into consideration the arrangement of the policies as presented in the **Price Schedule Form** while making their recommendations of the underwriters for the various policies.
3. Bidders must submit copies of quotation slips as received from insurers along with the signed FORM 2 from their recommended underwriters. The Bidders must ensure that the premium presented in the Price Schedule Forms and Schedule of Insurance Requirements is the same as those in the insurers' original quotation slips.
4. Any special requirements in respect to each class of insurance have been provided in the Schedule of Insurance Requirements. Such requirements must be considered and addressed in the bids.
5. It should be made clear to all participating underwriters that the insured values could be subject to revision to incorporate changes occurring before cover commencement date.

## SCHEDULE OF INSURANCE REQUIREMENTS

### SECTION V (C) - DETAILS OF PROVISION OF GROUP PERSONAL ACCIDENT AND WORK INJURY BENEFIT (GPA & WIBA)

(PERIOD 23<sup>rd</sup> January, 2018 to 22<sup>rd</sup> January, 2019)

**i. Cover Outline**

Compensation to employees following accidental Death and/or injury in accordance with the insured benefits.

**ii. Insured Persons**

445 members of staff and Commissioners of National Land commission

CATEGORY	Basic Monthly Salary(Ksh.)
GRAND BASIC PAY	38,849,820.70

No.	Particulars of Insurance	Details	Value to be insured in Ksh	Risks to be covered
1.	Group Personal Accident and Work Injury Benefit Insurance for NLC staff	No of active members is 448	38,849,820.70	GPA & WIBA
2.	Group Personal Accident and Work Injury Benefit Insurance for Commissioners	No. of active members is 9		GPA & WIBA

**iii. Cover Outline**

--	--	--	--

Compensation to Commissioners and staff following accidental Death and/or injury in accordance with the insured benefits.

**iv. Insured Benefits**

Death- three (3) years Basic Annual Salary

Permanent Total Disability- three (3) years Basic Annual Salary

Accident Medical Express- Kshs. 100,000/=

**v. Cover Extensions**

-Worldwide cover

-Cancellation clause-60days

-Disappearance clause

-Hijack clause

-Riots, strikes and civil commotion

-Trustees clause - NLC

-24 hour cover

- Age limit (18-70 years)

**SECTION V - DETAILS OF WORK INJURY BENEFIT COVER**

**(PERIOD 23<sup>rd</sup> January, 2018-22<sup>rd</sup> January, 2019)**

Work Injury Benefit Act applies for all members of the scheme.

Give a comprehensive list of all benefits

**SUMMARY OF PREMIUMS TO BE CHARGED (GPA & WIBA)**

<b>Description of Insurance</b>	<b>Total Premium(Ksh.)</b>
Group Personal Accident	
WIBA	
<b>TOTAL</b>	

## SECTION VI - STANDARD FORMS

### Notes on the standard Forms

1. **Form of Tender** -The form of Tender must be completed by the Bidder and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the Bidder.
2. **Price Schedule Form** -The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the Bidder at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the Bidder and submitted with the tender documents.
5. **Tender Security Form** -When required by the tender document the Bidder shall provide the tender security either in the form included hereinafter or in another format acceptable to NLC.

**FORM OF TENDER**

To:                    Date .....

Name and address of procuring entity \_\_\_\_\_ Tender No.

Tender Name

Gentlemen and/or Ladies:-

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

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

3.        We agree to abide by this Tender for a period of .....[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4.        This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

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

Dated this    day of \_\_\_\_\_ 2017

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

[Signature]

[In the capacity of]

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



**PRICE SCHEDULE FORM**

No.	CLASS OF INSURANCE	PREMIUM (INCLUSIVE OF ALL LEVIES) in Ksh.
1.	Group Life Insurance Cover for 448 members	

Amount in words.....

We undertake, if our tender is accepted, provide insurance covers in accordance with the schedule rates and delivery dates specified herein above.

Name .....

Name of signatory: .....

In the capacity of: .....

Authorized Signature: .....

Company Rubber Stamp/Seal.....

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

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

Business Name .....

Location of business premises .....

Plot No. .... Street/Road .....

Postal Address ..... Tel. No. ....Fax .....

Email .....

Nature of business .....

Registration Certificate No.....

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

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

**Part 2(a) – Sole Proprietor:**

Your name in full ..... Age .....

Nationality .....Country of origin .....

Citizenship details.....

**Party 2(b) – Partnership**

Give details of partners as follows

	<u>Name</u>	<u>Nationality</u>	<u>Citizenship</u>	<u>Details</u>	<u>Shares</u>
1.	.....	.....	.....	.....	.....
2.	.....	.....	.....	.....	.....

- 3. ....
- 4. ....
- 5. ....

Part2(c)–Registered Company : Private or public.....

State the nominal and issued capital of the company –

Nominal Kshs. ....

Issued Kshs.....

Give details of all directors as follows:-

<u>Name</u>	<u>Nationality</u>	<u>Citizenship</u>	<u>Details</u>	<u>Shares</u>
1. ....				
2. ....				
3. ....				
4. ....				
5. ....				
Date.....		Signature of Bidder .....		

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

## TENDER SECURITY FORM

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

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at NATIONAL LAND COMMISSION (hereinafter called <NLC> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed

with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_ 20 \_\_\_\_\_

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by NLC on the Form; or
2. If the tender, having been notified of the acceptance of its tender by NLC during the period of tender validity
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.
  - (c) Rejects a correction of an arithmetic error in the tender.

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

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

**[Authorized Signatories and official stamp of the Bank]**

**PERFORMANCE SECURITY FORM**

To: .....

*[Name of procuring entity]*

WHEREAS ..... *[name of tenderer]*

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_

\_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ 20 \_\_\_\_\_

to supply .....

*[description of insurance services]* (Hereinafter called “the Contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....

*[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of ..... *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_ day of \_\_\_\_\_ 2017

**Signature and seal of the Guarantors**

*[Name of bank of financial institution]*

*[Address]*

*[Date]* *(Amend accordingly if provided by Insurance Company)*

**TENDER SECURING DECLARATION FORM**

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date..... *of Bid Submission]*

Tender No.....

To: NATIONAL LAND COMMISSION

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of **Two years** starting **on the date of this tender Opening** if we are in breach of our obligation(s) under the bid conditions, because we:
  - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
  - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid 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 Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: .....*[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

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

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**FORM 1 – PROFESSIONAL QUALIFICATIONS**

Officer's Name	Position Held	Professional Qualifications (list)	Date of Qualification	Educational Qualification Highest only e.g., University degree (Specify)

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Chief Executive Officer

**FORM 2 – Requirements for Underwriters**

We, (Name of insurer) .....having received a bid document for NATIONAL LAND COMMISSION tender, from

M/S..... (Name of Insurance service provider), hereby confirm our commitment to deliver the documents listed below as per the tender requirements:-

- (i) Copy of certificate of incorporation.
- (ii) Copy of current certificate of registration as an insurer.
- (iii) Audited financial statements for the last three years.

Signature \_\_\_\_\_

Authorized Signatory \_\_\_\_\_ Date

Official Stamp

**FORM 3 - CLIENT REFERENCE FORM**

Name of Insurance Service provider.....

Name and address of Insured (Client).....

**Insurance Policies handled**

<b>Class of Insurance</b>	<b>Period of Cover</b>

**Performance Evaluation**

(The insured to indicate client rating by ticking the appropriate box)

How do you rate the performance of the insurance service as per their responsiveness to the following:-	<b>Excellent</b>	<b>Good</b>	<b>Average</b>	<b>Poor</b>
1. Claims handling				
2. Underwriting responsiveness				
3. General customer care				

Name of authorized signatory.....

Title.....

Signature

Date.....

Official stamp of the Insured

Telephone contacts:-.....