

# **REPUBLIC OF KENYA**



## **PARLIAMENT OF KENYA**

### **PARLIAMENTARY SERVICE COMMISSION**

#### **PROVISION OF GROUP LIFE INSURANCE COVER FOR MEMBERS OF PARLIAMENT**

**TENDER NO: PSC/001/2017-2018**

**CLOSING DATE: 31<sup>ST</sup> JULY, 2017**

**PARLIAMENT OF KENYA  
P.O. BOX 41842 -00100  
NAIROBI  
WEBSITE: [www.parliament.go.ke](http://www.parliament.go.ke)**

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**SECTION I - INVITATION FOR TENDERS**

**Date: 14<sup>th</sup> July, 2017**

**TENDER NO. PSC/001/2017-2018 FOR PROVISION OF GROUP LIFE INSURANCE COVER FOR MEMBERS OF PARLIAMENT**

The Parliamentary Service Commission invites sealed tenders from eligible underwriters for Provision of Group Life Insurance Cover for Members of Parliament for a period of two years.

Eligible Tenderers (Underwriters) may obtain further information and inspect/download the Tender Document free of charge from the **National Treasury Integrated Financial Management Information System (IFMIS) supplier portal** <https://supplier.treasury.go.ke> and /or the **Commission Website**, [www.parliament.go.ke](http://www.parliament.go.ke).

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number, name and be deposited in the tender box provided at The Parliamentary Service Commissions offices located at, **Protection House, 2<sup>nd</sup> Floor and be addressed to:**

**Clerk of the Senate/ Secretary,  
Parliamentary Service Commission  
P. O. Box 41842-00100  
NAIROBI**

so as to be received on or before 31<sup>st</sup> July, 2017 at 11.00 am.

Prices (Premium) quoted should be net inclusive of all taxes and delivery cost, must be in Kenya Shillings and should remain valid for 120 days after the date of Tender Opening.

Tenders must be accompanied by a tender Security of **Kshs. 200,000.00** in form of a bank guarantee from a reputable bank in Kenya

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at the **Commissions Board room, 2<sup>nd</sup> floor, Protection House, Nairobi.**

**CLERK OF THE SENATE/SECRETARY  
PARLIAMENTARY SERVICE COMMISSION**

## SECTION II - INSTRUCTION TO TENDERERS

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

### **2.1. Eligible Tenderers**

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

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

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

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

### **2.2 Cost of Tendering**

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

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

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

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

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

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

- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form

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

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

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

## **2.5 Amendment of Tender Documents**

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

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

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

2.6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied

by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

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

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
  - (b) Documentary evidence established in accordance with paragraph 2.11.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
  - (d) Declaration Form.

## **2.8. Form of Tender**

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

## **2.9. Tender Prices**

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.

Premium indicated on the Premium Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

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

## **2.10. Tender Currencies**

- 2.10.1 Prices (Premium) shall be quoted in Kenya Shillings

## **2.11. Tenderers Eligibility and Qualifications**

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

## **2.12. Tender Security**

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall be Kshs 200,000.00.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity.
  - (b) in the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.29 or
    - (ii) to furnish performance security in accordance with paragraph 2.30.
  - (c) If the tenderer reject correction of an arithmetic error in the tender.

## **2.13. Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.



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

- 2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

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

- 2.15.1 The tenderer shall seal the original and the copy of the tender **in separate envelopes**, duly marking the envelopes as “ORIGINAL TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) Be addressed to the Procuring entity 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 31<sup>st</sup> July, 2017 at 11.00 am**”
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

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

*Tenders must be received by the Procuring entity at the address specified under invitation to tender not later than **31<sup>st</sup> July, 2017 at 11.00 am.***

The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

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

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **11.00 am on 31<sup>st</sup> July, 2017** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required

sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

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

- 2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.22. Evaluation and Comparison of Tenders**

- 2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract

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

(a) Operational Plan

- (i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders' offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.
- (b) Deviation in payment schedule
  - (i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within a maximum period of 30 days.

### **2.23. Contacting the Procuring entity**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

### **2.24 Post-qualification**

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

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

## **2.25 Award Criteria**

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

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

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

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

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or Tenderers or any obligation to inform the affected tenderer or Tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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

## **2.27 Notification of Award**

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

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

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

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

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

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

## **2.29 Performance Security**

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

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

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

2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

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

## Appendix to Instructions to Tenderers

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

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1	Indicate eligible Tenderers: <b>The invitation is open to Insurance Underwriting Companies Licensed by the Insurance Regulatory Authority to transact Group Life Insurance Covers.</b>
2.1.3	Qualification Information statement: <b>This shall not be required</b>
2.2.2	Price to be charged for tender documents. <b>No charge, downloaded from the Commission website</b>
2.11	Particulars of eligibility and qualifications documents of evidence required. <b>Copies of:-</b> <b>i) Certificate of Registration under the companies Act (CAP 486)</b> <b>ii) Copy of valid Registration with the Insurance Regulatory Authority for the current year</b> <b>iii) Certificate of valid tax compliance</b> <b>iv) Audited Accounts for the last two years</b> <b>v) Properly filled Confidential Business Questionnaire</b>
2.12.1	Particulars of tender security if applicable. <b>Kshs. 200,000.00 and bid amount must be valid for an additional thirty (30) days after the expiry of the tender validity period.</b>
2.12.4	Form of Tender Security. <b>The Tender Security shall be in the form of Bank Guarantee from a reputable bank in Kenya and in the prescribed format.</b>
2.13	Validity of Tenders: <b>Tenders shall remain valid for 120 days after date of Tender Opening</b>
2.15.2 (b)	State day, date and time of tender closing: <b>31<sup>st</sup> July, 2017 at 11.00 am</b>
2.16.1	Deadline for submission of Tenders: <b>31<sup>st</sup> July, 2017 at 11.00 am</b>
2.16.3	Bulky tenders that will not fit in the tender box shall be delivered to the Procurement Unit and will be signed for.
2.18.1	Opening of Tenders: <b>31<sup>st</sup> July, 2017 at 11.00 am</b>
2.22	<b>Evaluation and Comparison of Tenders:</b> The proposals will be evaluated in three stages as follows:  <b><u>A) Stage One Mandatory Requirements ( to be evaluated on a ‘Yes or No’ basis:</u></b>  a) Certificate of Registration and /or Incorporation. b) Duly filled and Signed Form of Tender and premium schedule. c) VAT /PIN Certificate from Kenya Revenue Authority (KRA) d) Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA)

- e) Valid Single Business Permit/Trade license issued by relevant government agency.
- f) Tender security/ Bid bond of Kshs. 200,000.00 of the tender sum, valid for an additional thirty (30) days after the expiry of the tender validity period
- g) Attach Valid copy of Underwriting Registration Certificate from Insurance Regulatory Authority (IRA)
- h) Must submit a copy of Current Re-insurance slips/cover notes or proof from Insurance Regulatory Authority that re-insurance arrangements are in place
- i) Attach Valid Evidence of membership from Association of Kenya Insurer's (AKI)
- j) Attach certified copies of Financial Audited statements for the last 3 years 2014, 2015 and 2016
- k) Properly filled, signed and stamped mandatory Confidential Business Questionnaire.
- l) Presentation of a well bound, serialized and properly paginated tender document including the attachments
- m) Provide a written declaration of any pending litigation issues either for or against the company.

**N/B: ALL THE ABOVE MUST BE MET TO QUALIFY FOR THE 2<sup>ND</sup> STAGE**

**B) Stage Two: Technical Evaluation (Total Points 100)**

No.	General Requirement	Specific Requirement	Maximum Score
1)	General Experience	a) submission of a detailed company profile showing directorship, qualifications and years of experience of key staff	5
		b) Submission of a list of five (5) major clients indicating the contract amounts, contract duration and the policy covered	10
2)	Specific experience	Evidence of having under taken similar services - a list of 5 (five) reputable clients each with premiums of at least Kshs. 30million each (attach evidence in the form of recommendation letters from five reputable clients, including contact persons and telephone No. for reference)	15
3)	Technical Capacity	Demonstrate additional/enhanced benefits the firm may extend to Parliament other than the minimum cover benefits indicated by Parliament	10
		Proof of prompt claims settlement ability to its clients (Evidence from at least four (4) Key major firms)	10
		Provide a claims procedure and turn around period and/or provide methodology and work plan	10
		Indicate the various exclusion/exemption clauses that the Policy will not cover (if the cover does not cover any of the expected benefit as listed by Parliament under the schedule of requirements, Parliament will automatically disqualify the firm without further reference to their bid)	10
4)	Financial capability	Attach evidence; Audited accounts for the last 3 years must show paid up capital in excess of Kshs. 500 million; <b>(20 points)</b>	15



			<ul style="list-style-type: none"> <li>• Kshs. &lt; 200 million – <b>10points.</b></li> <li>• Kshs. 200 - 499 million – <b>15 points.</b></li> <li>• Over Kshs. 500 million – <b>20 points.</b></li> </ul>	
			<p>Highest business volume handled in the last 3 years in Group Life Insurance cover (attach certified evidence) (<b>20 points</b>)</p> <ul style="list-style-type: none"> <li>• Kshs. 10 million up to 50 Million – <b>10 points.</b></li> <li>• Kshs. 50 million up to 100 Million – <b>15 points.</b></li> <li>• Over Kshs.100 Million –<b>20 points</b></li> </ul>	15
			<b>TOTAL SCORE</b>	<b>100</b>
<p><b>The Pass mark for Technical Evaluation will be 75%. Candidates that will have attained those points will have their financial proposals evaluated.</b></p> <p><b><u>C) Stage Three: Financial Evaluation</u></b></p> <p>a) The bidder with the lowest evaluated financial proposal will be recommended for the award of the contract.</p> <p>b) The bidders must adhere to the recommended IRA ratings</p> <p>c) In case of discrepancy between unit price and total, the unit price shall prevail.</p> <p>d) If there is a tie on the lowest quoted price between two firms, the firm with the highest technical points will be recommended for award.</p>				
2.25	Award of Contract: The Contract will be awarded to the technically responsive that offers the lowest cost.			
2.29	Particulars of performance security if applicable. <b>The successful Tenderer shall furnish the Commission with a Performance Security equivalent to 5% of the Contract Sum.</b>			

**SECTION III - GENERAL CONDITIONS OF CONTRACT**

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

### **3.1. Definitions**

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

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

### **3.2. Application**

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

### **3.3. Standards**

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

### **3.4. Use of Contract Documents and Information**

3.4.1 The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the

Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

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

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

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

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

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

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

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

### **3.8. Payment**

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

3.82. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

### **3.9. Prices**

3.9.1 Prices 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 tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

3.9.3 Where contract price variation is allowed the variation shall not exceed 25% of the original contract price

3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

### **3.10. Assignment**

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

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

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

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

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

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

- 3.12.1 The Procuring entity may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

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

- 3.13.1 The Procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

- 3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

- 3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that it's delay in performance or other

failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### 3.18 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

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Performance security is a requirement for this tender and the successful tenderer will be required to submit 5% of the total tender sum prior to contract signing.
3.7.1 Duration of Cover	Two (2) years (Subject to annual review payable annually)
3.7.1 Renewal of Cover	The contract will be renewable for two (2) years subject to satisfactory performance by the service provider.
3.8 Payment	<b>Annual premium will be paid either once (or on equal installments) at the beginning of the policy.</b>
3.9 Price adjustment	As indicated in ITT above
3.16 Applicable law	Laws of Kenya
3.18 Notices	Procuring Entity  Parliamentary Service Commission P.O. Box 41842-00100 Nairobi
Other's as necessary	

## **SECTION V – DETAILS OF COVER AND SCHEDULE OF REQUIREMENTS**

### **5.1 TERMS OF REFERENCE FOR PSC GROUP LIFE INSURANCE COVER**

The Parliamentary Service Commission intends to procure Group Life Insurance cover for the Members of Parliament. The policy will indemnify demise of a Member as a result of any cause of death.

The contract will be for an initial period of two year from the date of entering a contract, renewable annually up to maximum of two (2) years subject to satisfactory performance. During this period, the insurer will be required to provide Group Personal Life Cover to Members of Parliament as per below Terms of Reference: -

**5.1.1 Population:** The cover will be for 417 Members of Parliament.

The Commission will avail a list of its Members together with their current salaries to the successful bidder.

**5.1.2 Benefit payable:** During the period of cover, existing Members of Parliament and also for any new Members, the benefit will be based on the three (3) times Annual Basic salary.

**5.1.3 Beneficiary nomination:** Each Member of Parliament will nominate one or more beneficiaries. The benefit must be payable through the Commission within two weeks on submission of the original death Certificate and other relevant documents.

**5.1.4 Duration:** The scheme will run for a maximum period of two (2) years from the date of contract agreement subject to satisfactory performance. The Member cover will cease immediately she/he leaves the Commission. It will also cease if the Commission fails to renew the cover after one year.

**5.1.5 Last expense:** To be included alongside Group Life Cover. The last expense amount policy shall be paid within 24 hours of notification of demise of a covered Member.

**5.1.6 Critical Illness:** To be included alongside Group Life Cover.

**5.1.7 Disability:** To be included alongside Group Life Cover.

**5.1.8 The basic salary:** The Annual basic salary for Members is Kshs 1,609,102,781.00 as at 30th June, 2017.

### **5.2 OTHERS DETAILS**

The Insurance underwriting Company will be expected to:-

- a. Structure policy cover in accordance with the tenders submitted.
- b. Confirm to Commission in writing of receipt of premiums remitted within 7 days of remittance.
- c. Ensure Policy Document and any Endorsement there-in is as in the Tender document and should not restrict cover by way of warranties or endorsements or special conditions subsequent to award. Should this occur, the Commission shall call on the performance security.



- d. Ensure the policy document or endorsement is deposited with the Commission within fifteen (15) days of inception of cover.
- e. Ensure prompt settlement of claims as will be agreed.
- f. Ensure that the sums insured under the policy are adjusted accordingly as directed by the Commission from time to time.
- g. Negotiate amicably on any other pertinent aspects that may arise during the term of the policy.
- h. Carry out Loss control surveys and make appropriate risk improvement recommendation to the Commission.
- i. Such other services as may be related or ancillary to the due performance of the above work.

### **5.3 FACILITIES TO BE PROVIDED BY THE COMMISSION**

- a) Provide information required for the Assignment within reasonable time of request.
- b) Provide timely comments and or documents prepared for the Assignment.
- c) Provide any such details as may be requested by tenderer/underwriter from time to time.
- d) Provide premises and facilitate meetings.
- e) Facilitate and co-ordinate Loss Control Surveys.

### **5.4 DUTIES AND RESPONSIBILITIES OF THE INSURANCE SERVICE PROVIDER**

- a) Providing the Services as specified in the Contract.
- b) Maintaining the confidentiality of all information concerning the Commission.
- c) Maintaining documentation of services and provide written reports of services rendered in accordance with provision of the contract.
- d) Taking cognizance of the operative clause in the contract and notifying the Commission promptly of exclusions of what is not covered in the contract to minimize delays in claim settlement and disputes.
- e) Promptly carrying out assessments of reported losses or damages within the time frame stipulated in the contract.
- f) Develop a claims management system that shall ensure prompt processing of claims.
- g) Any other duties and obligations arising in course of contract performance.

#### **Note:**

1. The bidders should Attach a sample policy document
2. The list of Members and their basic salaries will be provided on request by the interested tenderers. Tenderers may further note that salaries may rise due to realignment and the premium may increase. Successful insurer will be informed of any change in salary and additional Members /those exiting.
3. Additional Member during contract implementation will be covered using the insurers approved rate on a prorata basis.

## SECTION VI – STANDARD FORMS

### Notes on the Standard Forms

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

**Form of Tender**

To: \_\_\_\_\_  
Name and address of procuring entity

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_  
Tender Name \_\_\_\_\_

Gentlemen and/or Ladies:-

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016

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

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

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

## PREMIUM SCHEDULE FORM

### PREMIUM SUMMARY COSTS

Item No.	Description Of Insurance Cover	Unit Cost (Kshs)	Total Premium (Kshs)
1	Group Life Insurance Cover for Members of Parliament		
<b>GRAND TOTALS</b>			

**NB:**

- a) All prices quoted must be inclusive of all taxes and applicable duties.
- b) The Insurer/service provider will apply quoted rates whenever a new Member joins the Commission or when member's limits are revised.
- c) Annual premium will be paid either once (or equal installments) at the beginning of the policy.
- d) **In case of discrepancy between unit premium and total, the unit premium shall prevail.**

**CONTRACT FORM**

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

WHEREAS the Procuring entity invited tenders for the Group Life Insurance 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 WITNESSETH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are  
respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as  
part of this Agreement, viz:
  - a) the Tender Form and the Price Schedule submitted by the tenderer;
  - b) the Schedule of Requirements
  - c) the Details of cover
  - d) the General Conditions of Contract
  - e) the Special Conditions of Contract; and
  - f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the  
tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring  
entity to provide the Group Life Insurance cover and to remedy defects therein in  
conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the  
provision of the services and the remedying of defects therein, the Contract Price or such  
other sum as may become payable under the provisions of the contract at the times and in  
the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in  
accordance with their respective laws the day and year first above written

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

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

# CONFIDENTIAL BUSINESS QUESTIONNAIRE

*(Must be filled by all applicants or Tenderers' who choose to participate in this tender)*

Name of Applicant(S)

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. **Part 2 (d) to part 2(i) must be filled.**

**You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.**

## Part 1 – General

Business Name:.....Certificate of  
Incorporation / Registration No. ....Location of business  
premises:

Country .....Physical address .....

Town .....Building.....

Floor.....Plot No. ....

Street / Road .....Postal Address .....

Postal / Country Code.....Telephone No's.....

Fax No's. ....E-mail address .....

Website .....

Contact Person (*Full Names*) ..... Direct / Mobile No's.....

Title ..... Power of Attorney (**Yes / No**)

If **Yes**, attach written document.

Nature of Business (*Indicate whether manufacturer, distributor, etc*)

## **(Applicable to Local Suppliers Only)**

Local Authority Trading License No. .... Expiry Date .....

Value Added Tax

No.....

Value of the largest single assignment you have undertaken to date (*US\$/KShs*)

Was this successfully undertaken? **Yes / No**. ....(If **Yes**, attach reference)

Name (s) of your banker (s) .....

Branches ..... Tel No's. ....

## Part 2 (a) – Sole Proprietor

Full names .....

Nationality..... Country of Origin.....

## Part 2 (b) – Partnerships

Give details of partners as follows:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....

**Part 2 (c) – Registered Company**

Private or public .....

Company Profile .....(Attach

State the nominal and issued capital of the Company

Nominal KShs .....

Issued KShs .....

List of top ten (10) shareholders and distribution of shareholding in the company.

Give details of all directors as follows:-

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....
4.....	.....	.....	.....

**Part 2 (d) – Debarment**

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by the Commission and any other public or private institutions.

Full Names .....

Signature .....

Dated this .....day of .....2017.

In the capacity of .....

Duly authorized to sign Tender for and on behalf of .....

**Part 2 (e) – Criminal Offence**

I/We, (Name (s) of Director (s)):-

- a) .....
- b) .....
- c) .....

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed .....

For and on behalf of M/s .....

In the capacity of .....

Dated this .....day of .....2017.

Suppliers' / Company's Official Rubber Stamp .....

***Part 2 (f) – Conflict of Interest***

I/We, the undersigned state that I / We have no conflict of interest in relation to this assignment:-

- a) .....
- b) .....
- c) .....
- d) .....

For and on behalf of M/s .....

In the capacity of .....

Dated this .....day of .....2017

Suppliers' / Company's Official Rubber Stamp.....

**Part 2 (g) – Interest in the Firm:**

Is there any person/persons in the Parliamentary Service Commission or any other public institution who has interest in the Firm? Yes/No ..... (*Delete as necessary*)  
Institution .....

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

**Part 2(h) – Experience**

Please list here below similar projects accomplished or companies / clients you have provided with similar services in the last two (2) years.

<u>Company Name</u>	<u>Country</u>	<u>Contract/ Order No.</u>	<u>Value</u>
1.....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....



Contact person (Full Names) .....

E-mail address.....

Cell phone no .....

**Part 2(i) – Declaration**

I / We, the undersigned state and declare that the above information is correct and that I / We give the Parliamentary Service Commission authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names .....

Signature.....

For and on behalf of M/s .....

In the capacity of .....

Dated this .....day of .....2017.

Suppliers' / Company's Official Rubber Stamp .....

## 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 [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

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

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

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

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

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

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

Signature and seal of the Guarantors

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

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

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

*(Amend accordingly if provided by Insurance Company)*