



**TENDER**

**FOR**

**PROVISION OF GENERAL INSURANCE COVER  
(OPEN TO INSURANCE BROKERS ONLY)**

**TENDER NO. NHC/GIC/008/20-21**

**INVITATION DATE: 16<sup>TH</sup> MARCH 2021**

**CLOSING DATE: 9<sup>TH</sup> APRIL 2021 AT 11.00AM**

## SECTION I - INVITATION TO TENDER

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

- 1.1 The NHC invites sealed bids for Provision of General Insurance Cover.
- 1.2 Interested eligible candidates may obtain bid documents from the Procurement Office, N.H.C House, Aga Khan Walk, 9<sup>th</sup> Floor, upon payment of a non-refundable fee of **Kshs. 1,000 (One Thousand Shillings)** only at the Co-operative Bank, Co-op House Branch **A/cNo. 01136006210301** and the bank slip submitted at the **Cash Office** for issuance of official receipt, situated at Ground Floor, N.H.C House between 9.00a.m to 1.00p.m and 2.00p.m to 3.00p.m.

The bid documents can also be downloaded **free of charge** from the following websites: [www.nhckenya.co.ke](http://www.nhckenya.co.ke) or [www.tenders.go.ke](http://www.tenders.go.ke) Enquiries can be made via email address: [info@nhckenya.co.ke](mailto:info@nhckenya.co.ke)

- 1.3 Tenders must be accompanied by a Tender Security of Kenya Shillings Two Hundred Thousand (200,000) in form of a guarantee from a reputable bank or from an Insurance company approved by Public Procurement Regulatory Authority (PPRA) valid for 150 days from the date of opening.
- 1.4 Prices quoted should be **inclusive of all taxes** and must be in Kenya shillings and shall remain valid for **150 days** from the closing date.
- 1.5 Bidder(s) should not mutilate the bid document issued by the procuring entity and shall ensure serialization of pages for each bid submitted.
- 1.6 Duly completed bid document (s) are to be enclosed in plain sealed envelopes, marked with the **"TENDER NUMBER & TENDER DESCRIPTION"** and be addressed to;

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

and must be received in the tender box at NHC Headquarters, **Ground Floor** during normal working hours before **9<sup>th</sup> April 2021 at 11.00 Am.**

- 1.7 Bids shall be opened immediately thereafter in the presence of candidates representatives who choose to attend at NHC Conference Room 10<sup>th</sup> floor. The government directives on managing spread of Corona Virus will be strictly observed. **Late bids shall be rejected.**

**MANAGING DIRECTOR**

## SECTION II - INSTRUCTIONS TO TENDERERS

### TABLE of CLAUSES

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

## **SECTION II – INSTRUCTIONS TO TENDERS**

### **2.1 Eligible Tenderers**

#### **2.1.0 Bio Data**

Name of Bidder .....

Postal Address .....

Physical Address .....

Telephone Number(s).....

Email Address .....

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

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

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

### **2.2 Cost of Tendering**

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

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

2.2.3 The NHC shall allow the tenderer to review the document free of charge before purchase.

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

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

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

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

## **2.4 Clarification of Tender Documents.**

- 2.4.1 A candidate making inquiries of the tender documents may notify the NHC by post or by email at the NHC address indicated in the Invitation for tenders. The NHC will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by NHC. Written copies of the NHC RESPONSE (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 2.4.2 NHC shall reply to any clarification sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.5 Amendment of Tender Documents.**

- 2.5.1 At any time prior to the deadline for submission of tenders, NHC, for any reason, whether at its own initiative or in response to a clarification requested by prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of any amendment by post or email and such amendment will be binding on them
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, NHC, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

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

## **2.7 Documents comprising the Tender**

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:-
- a) A tender Form and a price schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below.
  - (b) Documentary evidence established in accordance with paragraph 2.1.2. That the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
  - (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

2.9.2 Prices indicated on the price schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

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

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings.

## **2.11 Tenderers Eligibility and qualifications**

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

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

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

## **2.12. Tender Security**

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

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

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

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

- (a) A bank guarantee.
- (b) Such insurance guarantee approved by the PPRA.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by NHC as non-responsive, pursuant to paragraph 2.20.5

2.12.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

#### 2.12.7 **The tender security may be forfeited**

- a) If a tenderer withdraws its tender during the period of tender validity.
- b) In the case of a successful tenderer, if the tenderer fails;
  - (i) To sign the contract in accordance with paragraph 2.29 or
  - (ii) To furnish performance security in accordance with paragraph.
- c) If the tenderer reject correction of an arithmetic error in the tender

### **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for **150 days** after date of tender opening pursuant to paragraph 2.18. A tender valid for shorter period shall be considered as Non-responsive.

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

### **2.14 Format and signing of Tenders**

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

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initiated 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 initiated by the person or persons signing the tender.

## **2.15 Sealing and Marketing of tenders**

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "**Original Tender**" and "**Copy**". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- a) Be addressed to NHC at the address given in the Invitation to Tender.
- b) Bear tender number and name in the invitation to tender and the words, "**Do not Open Before 9<sup>th</sup> April 2021 at 11.00am.**"

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

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

## **2.16 Deadline for submission of Tenders**

2.16.1 Tenders must be received by the procuring entity at the address specified under paragraph 2.15.2 not later than **9<sup>th</sup> April 2021 at 11.00a.m.**

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

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

## **2.17 Modification and withdrawal of tenders**

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



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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tender's forfeiture of its tender security.

## **2.18 Opening of Tenders**

2.18.1 NHC will open all tenders in the presence of tenderers' representatives who choose to attend, **9<sup>th</sup> April 2021 at 11.00am** 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 of absence of requisite tender security and such other details as NHC, at its discretion, may consider appropriate, will be announced at the opening.

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

## **2.19 Clarification of Tenders**

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

2.19.2 Any effort by the tenderer to influence NHC in tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 NHC will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

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

2.20.3 NHC may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tender.

2.20.4 NHC prior to the detailed evaluation, pursuant to paragraph 2.20, NHC will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. NHC'S determination of a tender'S responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by NHC and may not subsequently be made the tenderer by correction of the nonconformity.

## **2.21 Conversion to single currency**

2.21.1 All Prices shall be quoted in Kenya Shillings only. Where other currencies are used, the NHC will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

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

2.22.1 Tenderers who fail to meet mandatory requirements will have their bids considered non-responsive. Evaluation of mandatory requirements will form the first stage of tender evaluation and tenderers who fail at this stage will have their bids rejected.

2.22.2 NHC will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.5.

2.22.3 The comparison shall also include all costs as well as duties and taxes payable.

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

## **2.23. Contacting NHC**

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

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

## **2.24 Post-qualification**

- 2.24.1 NHC will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as NHC deems necessary and appropriate
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event NHC will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.25 Award Criteria**

- 2.25.1 Subject to paragraph 2.29 NHC will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.25.2 To qualify for contract awards, the tenderer shall have the following:-
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - (b) Legal capacity to enter into a contract for procurement
  - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
  - (d) Shall not be debarred from participating in public procurement.

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

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

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

2.26.3 A tenderer who gives false information in the tender document about 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, NHC will notify the successful tenderer in writing that its tender has been accepted.

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

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

## **2.28 Signing of Contract**

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

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

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

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

## **2.29 Performance Security**

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

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

### **2.30 Corrupt or Fraudulent Practices**

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

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

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

**SECTION III - GENERAL CONDITIONS OF CONTRACT**

**Table of Clauses**

	Page
3.1 Definitions.....	15
3.2 Application.....	15
3.3 Standards.....	15
3.4 Use of Contract Documents and Information.....	15
3.5 Patent Rights.....	16
3.6 Performance Security.....	16
3.7 Delivery of Services and Documents.....	16
3.8 Payment.....	16
3.9 Prices.....	16
3.10 Assignment.....	17
3.11 Termination for Default.....	17
3.12 Termination for Insolvency.....	17
3.13 Termination for Convenience.....	17
3.14 Resolution of Disputes.....	17
3.15 Governing Language.....	18
3.16 Applicable law.....	18
3.17 Force Majeure.....	18
3.18 Notices.....	18

## SECTION III - GENERAL CONDITIONS OF CONTRACT

### 3.1. Definitions

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

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

### 3.2. Application

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

### 3.3. Standards

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

### 3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without NHC's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of NHC in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

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

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

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

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

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

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

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

### **3.8. Termination for Default**

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

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

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



### **3.9 Termination for Insolvency**

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

### **3.10 Termination for Convenience**

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

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

### **3.11 Resolution of Disputes**

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

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

### **3.12 Governing Language**

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

### **3.13 Applicable Law**

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

### **3.14 Force Majeure**

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

### **3.15 Notices**

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

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

## **EVALUATION CRITERIA/REQUIREMENTS**

### **a) Mandatory Qualifying Requirements for Brokers**

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

### **b) Mandatory Qualifying Requirements for Underwriters**

- (i) Copy of Incorporation or Registration Certificate
- (ii) Copy of Valid Tax Compliance Certificate
- (iii) Copy of Registration Certificate as an underwriter by the IRA & Proof of renewal in the current financial year.
- (iv) Copy of membership certificate from the Association of Kenya Insurers.
- (v) Evidence of Re-insurance Treaties
- (vi) Must have paid up capital of at least Kshs.600 Million.
- (vii) Must have annual gross premiums of Kshs.500Million excluding Motor Insurance (for the two previous years).
- (viii) Must give a list of five (5) reputable clients, each with a total premium of not less than 10Million each in the last two years (2020 & 2019).
- (ix) Must have provided general insurance for the last 10 years. (Attach renewals and award letters for the last 10 years).

**c) Technical Evaluation Criteria – (100 Marks)**

<b>S/N</b>	<b>Technical Evaluation</b>	<b>Score</b>
1.	Experience of at least 5 years in provision of insurance brokerage services.(Attach evidence of assignments handled) <b>(5 marks each year)</b>	<b>25 marks</b>
2	Minimum annual premium turnover of Kshs. 200,000,000 <b>(year 2020)</b>	<b>5 marks</b>
3	Proof of claim settlement from at least 3 clients. With a minimum claim of Kshs. 500,000 each. <b>(within 2018,2019,2020)(5 Marks for each claim)</b>	<b>15 marks</b>
4	Letters of reference from at least 5 clients with similar portfolio. <b>(5Marks for each client)</b>	<b>25 marks</b>
5	Audited accounts for the last 2 years, signed by the Auditor <b>(year 2019 &amp; 2018) (5 marks for each year)</b>	<b>6 marks</b>
6	Provide CVs and Testimonials of 4 key professional /technical staff <b>(3marks for each)</b>	<b>12 marks</b>
7	Detailed write up on policies administration/claim processing timelines	<b>12 marks</b>

**NB:**

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

**c. Financial Evaluation Criteria**

**Technically responsive bids will be ranked based on amount quoted per policy. The successful bidder shall be the bidder with the lowest evaluated price per policy.**

## **TERMS OF REFERENCE FOR BROKERS**

1. The Broker shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the policies quoted for the premium including applicable taxes, duties and levies, brokerage remuneration and excess limits from 1<sup>st</sup> July 2021 to 30<sup>th</sup> June 2022.
2. The Broker shall propose only one Underwriter per policy. Where a Broker furnishes quotations from more than one proposed Underwriter for each policy, the Corporation shall be entitled to reject the Broker's bid for the respective policy as non-responsive.
3. The Broker's price schedule for each policy shall be supported by price quotations from the proposed Underwriter. Where there is a price variation(s) between brokers' and Underwriters' quotations, this shall be accompanied by a letter from the Underwriter that they shall accept cover on the lower quotation.
4. Unit prices and rates quoted and indicated by the Broker shall be fixed during the term of the contract. Brokers shall ensure that the sums insured under the policies may be adjustable accordingly by suitable means at the discretion of the Client from time to time without changing the unit rates and not subject to variation on any account.

## SCOPE OF SERVICES

The Scope of services will include:

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

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

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

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

#### **COMPLIANCE WITH THE SCOPE OF SERVICES**

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

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

**PREMIUM QUOTED**

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

**NOTE:**

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



**POLICY NO.1 - FIDELITY GUARANTEE COVER**

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

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June 2022</b>
Fidelity Guarantee Cover	

Signature of Tenderer's Authorized Official \_\_\_\_\_ Date \_\_\_\_\_

**POLICY NO.2 – BURGLARY: STOCK AND MOVABLE ASSETS**

<b>SCHEDULE OF SPECIFICATIONS FORMING THE POLICY</b>	
<b>ITEMS</b>	<b>VALUE (KSH)</b>
<b>A. STOCK</b>	
<b>i. NHC HOUSE</b>	
DRAWING MATERIALS	666,925.00
STORES GENERAL (OFFICE & COMPUTER STATIONERY)	1,973,856.80
<b>ii. EPS FACTORY</b>	
RAW MATERIALS	36,434,397.00
WORK IN PROGRESS	23,980,821.00
FINISHED GOODS	53,135,830.00
EPS CONSUMABLES STORES	9,355,400.32
<b>TOTALS</b>	<b>125,547,230.12</b>
<b>B. MOVABLE ASSETS</b>	
<b>i. NHC HOUSE</b>	
PLANT AND EQUIPMENT	17,187,158.51
FURNITURE AND FITTINGS	46,531,861.86
COMPUTERS	13,409,705.64
SURVEY EQUIPMENTS	3,827,652.00
<b>TOTALS</b>	<b>80,956,378.01</b>
<b>ii. EPS FACTORY</b>	
PRODUCTION PLANT AND MACHINERY	380,475,866.59
FURNITURE AND FITTINGS	506,057.61
TOOLS AND EQUIPMENT	334,076.51
<b>TOTAL</b>	<b>381,316,000.71</b>
<b>GRAND TOTAL</b>	<b>587,819,608.84</b>

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June 2022</b>
Burglary: Stock and Movable Assets	

Signature of Tenderer's Authorized Official \_\_\_\_\_ Date \_\_\_\_\_

**POLICY NO.3 - CONSEQUENTIAL LOSS**

<b>SCHEDULE OF SPECIFICATIONS FORMING THE POLICY</b>	
<b>ITEM</b>	<b>AMOUNT (KSH)</b>
RENTAL INCOME AT NHC HOUSE	77,200,000.00
INCREASED COST OF WORKING	10,216,000.00
AUDITOR'S FEES	1,500,000.00
LOSS OF PRODUCTION AT EPS	157,000,000.00
<b>TOTAL</b>	<b>245,590,000</b>

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June 2022</b>
Consequential Loss	

Signature of Tenderer's authorized official \_\_\_\_\_ Date \_\_\_\_\_

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

SUMMARY OF COVER	Personal accident covering the following persons against accidental death and/or injury in accordance with benefits specified in policy on all employees of the insured
NO OF PERSONS COVERED WITH BENEFITS	All 189 Corporation employees. Annual Gross Salary- KShs. <b>250,874,226.60</b> Death- 5 year's earnings P.T.D- 5 year's earnings T.T.D- Actual weekly earnings up to 52 weeks Funeral Expenses per person- One hundred thousand shillings only upon production of burial permit by the County. Medical expenses only - One Million Five hundred thousand shillings only (Upon provision of interim/final medical bill); Compensation for permanent/temporary must be in injuries accordance to the doctor's recommendation.
SPECIAL CLAUSE- Included Risk	Including riots and strikes Trust clause Payment on account Disappearance clause Including motor cycle Including air travel As fare paying passengers Act of terrorism
EXCLUDED RISKS	Aircrew duties Mountaineers/Speleology, winter sports, war and kindred risks People chasing ,motor cycle over 125 cc Professional big game hunting, Scuba diving/water sports

**SUBMIT YOUR RATES HERE IN BELOW**

Policy	PREMIUM (KSHS.) 1st July 2021 to 30th June 2022
Group Personal Accident ( Staff)	

Signature of Tenderer's authorized official \_\_\_\_\_

**POLICY NO.5- GROUP PERSONAL ACCIDENT**

**(9 BOARD MEMBERS)**

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

**INSURED PERSONS : All insured employees (9 BOARD MEMBERS)**

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

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

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

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June 2022</b>
Group Personal Accident (Board Members)	

Signature of Tenderer's Authorized Official \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

SPECIAL CLAUSES TO BE INCLUDED :

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

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June 2022</b>
Group Personal Accident (Casuals at EPS Factory, Mavoko)	

Signature of Tenderer's Authorized Official \_\_\_\_\_ Date \_\_\_\_\_

**POLICY NO.7 - WORK INJURY BENEFIT ACT – WIBA**

SUMMARY OF COVER	Indemnity to the employer against legal liability under the WIBA Act 2007 and Awards for bodily injured medical expenses and last expense arising by accident or disease caused to the employees covered by WIBA only and occurring during the period of insurance and arising out of and in the course of that employment by the employer in the business subject to the terms, jurisdiction clause and exceptions, conditions and warranties of the WIBA policy.
INSURED PERSONS	Description insured (Kshs) Sum
	All 189 Corporation employees. Annual Gross Salary- KShs. <b>250,874,226.60</b>
	Death - 96 Months earnings
	Permanent Disablement
	(Continental scale benefit)
	Temporary Total Disablement 96 months earnings per employee
	100% of lost earnings
	Weekly benefit upto 52 weeks
	Medical expenses Kshs 500,000 per person
	Funeral Expenses Kshs 100,000 per person
SPECIAL CLAUSE	
TO BE INCLUDED	Fatal Accident Act
	Compensation for injuries and incapacitation must strictly be in accordance to WIBA 2007 and (any amendments thereof) and Doctor's recommendation.
	Including transportation risks to and from work as well as social or sporting activities
	Including annual declaration of salaries and premium adjustment
	Excluding claims arising due to breach of law
	Excluding war and kindred risks
	East Africa area with authority from National Housing Corporation
	Premium payment warranty
	Excluding any legal liability which is not provided for by WIBA Act

**SUBMIT YOUR RATES HERE IN BELOW**

Policy	PREMIUM (KSHS.) 1st July 2021 to 30th June 2022
Work Injury Benefit ACT (WIBA)	

Signature of Tenderer's authorized official \_\_\_\_\_ Date \_\_\_\_\_

**POLICY NO. 8 - PUBLIC LIABILITY**

**CLASS OF INSURANCE: PUBLIC LIABILITY**

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

**GEOGRAPHICAL AREA** : Kenya

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

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

**SPECIAL CLAUSES TO BE INCLUDED**

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

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June 2022</b>
Public Liability	

Signature of Tenderer's authorized official \_\_\_\_\_ Date \_\_\_\_\_



**POLICY NO. 9 - MOTOR VEHICLES**

<b>MOTOR VEHICLE INSURABLE VALUES</b>			
<b>MAKE</b>	<b>REG NO.</b>	<b>SUM INSURED (KSHS.)</b>	<b>VALUE OF WINDSCREEN)</b>
TOYOTA LANDCRUISER PRADO	KCH 957Q	9,280,000.00	120,000.00
FORD RANGER D/CAB	KCD 849G	2,140,000.00	30,000.00
TOYOTA LANDCRUISER PRADO	KCH 868Q	9,150,000.00	120,000.00
FORD RANGER D/CAB	KCD 875 G	2,590,000.00	40,000.00
TOYOTA PRADO	KBG 502C	1,390,000.00	40,000.00
SUZUKI GRAND VITARA	KCD 819G	1,980,000.00	30,000.00
VOLKSWAGEN PASSAT	KBJ 681U	1,360,000.00	30,000.00
NISSAN NAVARA D/CAB	KBR 973U	2,140,000.00	50,000.00
TOYOTA DOUBLE CAB	KBN 185E	1,670,000.00	40,000.00
<b><u>COMMERCIAL VEHICLES</u></b>			
TOYOTA HIACE VAN	KBK 995Q	1,370,000.00	30,000.00
ISUZU NQR BUS	KCH 419G	3,260,000.00	<b>STAR CRACKED</b>
ISUZU NPR66 LORRY	KBD 775P	830,000.00	30,000.00
TOYOTA HIACE VAN	KBR 909K	1,940,000.00	30,000.00
TOYOTA HILUX PICK-UP	KCD 876G	2,410,000.00	30,000.00
<b><u>SPECIAL COMMERCIAL</u></b>			
HYSTER 60 FORTIS –FORK LIFT	KBR 631U	1,770,000.00	
MOTOR CYCLE	KBT 799N	145,000.00	
	<b>TOTAL</b>	<b>43,425,000.00</b>	<b>620,000.00</b>

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June 2022</b>
Motor Vehicles	

Signature of Tenderer's authorized Official \_\_\_\_\_ Date \_\_\_\_\_

**POLICY NO.10 - MONEY INSURANCE**

<b>SCHEDULE OF SPECIFICATIONS FORMING THE POLICY</b>	
MONEY IN TRANSIT	500,000.00

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June2022</b>
Money Insurance	

Signature of Tenderer's authorized official \_\_\_\_\_ Date \_\_\_\_\_

**POLICY NO.11 - PROFESSIONAL INDEMNITY COVER**

<b>SCHEDULE OF SPECIFICATIONS FORMING THE POLICY</b>	
<b>Professional Indemnity for</b>	<b>Insurance Value (Kshs)</b>
Three (3) Land Valuers	30,000,000.00
Four (4) Architects	100,000,000.00
One (1) Land Surveyors	20,000,000.00
Five (5) Engineers	100,000,000.00
Four (4) Quantity Surveyors	100,000,000.00
Four (3) Lawyers	30,000,000.00
<b>Total</b>	<b>380,000,000.00</b>

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June 2022</b>
Professional Indemnity cover	

Signature of Tenderer's authorized official \_\_\_\_\_ Date \_\_\_\_\_

**FIRE AND PERIL - STOCK AND MOVABLE ASSETS**

**POLICY NO.12 - STOCK AND MOVABLE ASSETS**

<b>SCHEDULE OF SPECIFICATIONS FORMING THE POLICY</b>	
<b>ITEMS</b>	<b>VALUE (KSH)</b>
<b>A. STOCK</b>	
<b>i. NHC HOUSE</b>	
DRAWING MATERIALS	666,925.00
STORES GENERAL (OFFICE & COMPUTER STATIONERY)	1,973,856.8
<b>ii. EPS FACTORY</b>	
RAW MATERIALS	36,434,397.00
WORK IN PROGRESS	23,980,821.00
FINISHED GOODS	53,135,830.00
EPS CONSUMABLES STORES	9,355,400.32
<b>TOTALS</b>	<b>125,547,230.12</b>
<b>B. MOVABLE ASSETS</b>	
<b>i. NHC HOUSE</b>	
PLANT AND EQUIPMENT	17,187,158.51
FURNITURE AND FITTINGS	46,531,861.86
COMPUTERS	13,409,705.64
SURVEY EQUIPMENTS	3,827,652.00
<b>TOTALS</b>	<b>80,956,378.01</b>
<b>ii. EPS FACTORY</b>	
PRODUCTION PLANT AND MACHINERY	380,475,866.59
FURNITURE AND FITTINGS	506,057.61
TOOLS AND EQUIPMENT	334,076.51
<b>TOTAL</b>	<b>381,316,000.71</b>
<b>GRAND TOTAL</b>	<b>587,819,608.84</b>

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June 2022</b>
Fire and Peril NHC Stock and Movable Assets	

Signature of Tenderer's authorized official \_\_\_\_\_ Date \_\_\_\_\_

**POLICY NO.13 - FIRE AND PERIL: NHC HOUSE**

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

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June 2022</b>
Fire and Peril for NHC House	

Signature of Tenderer's authorized official\_\_\_\_\_Date\_\_\_\_\_

**POLICY NO.14 - FIRE AND PERIL: EPS FACTORY**

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

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June 2022</b>
Fire and Peril for EPS Factory	

Signature of Tenderer's authorized official\_\_\_\_\_Date\_\_\_\_\_

**FIRE AND PERIL FOR NHC RENTAL ESTATES**

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

<b>SCHEDULE OF SPECIFICATIONS FORMING THE POLICY</b>		
<b>Title/ Parcel No.</b>	<b>Estate</b>	<b>Insurance Value</b>
	<b>NAIROBI REGION</b>	
LR.NO. 61/92	Karanja Road - New	29,300,000.00
LR. NO. 61/438 & 440	Karanja Road - Old	42,000,000.00
	Kileleshwa - 2 Bedroom	26,000,000.00
	- 3 Bedroom	36,000,000.00
LR NO. 209/7255	Sadi Road	162,000,000.00
	Kibera Commercial Center	54,625,000.00
	<b>WOODLEY</b>	
LR NO. 209/7031	Phase I	90,000,000.00
LR NO. 209/7032	Phase 2	22,500,000.00
LR NO. 209/7088	Phase 3	22,500,000.00
LR. NO. 94/69	Nyari (MD's Residence)	41,000,000.00
	Pumwani Rentals – (2 No. Unsold Houses)	7,500,000.00
	Nairobi West - Type F (7 TP Houses)	73,500,000.00
	Nairobi West - Type G (1 Unsold House)	10,500,000.00
	Old Madaraka 2 Bedroom (2 Unsold Houses)	14,000,000.00
	3 Bedroom (8 Unsold Houses)	62,500,000.00
	Madaraka Infill (1Unsold House)	7,500,000.00
	<b>TOTAL</b>	<b>701,425,000.00</b>

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June 2022</b>
Fire and Peril for NHC Rental Estates Nairobi Region	

Signature of Tenderer's authorized official \_\_\_\_\_ Date \_\_\_\_\_

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

<b>SCHEDULE OF SPECIFICATIONS FORMING THE POLICY</b>		
<b>Title/ Parcel No.</b>	<b>Estate</b>	<b>Insurance Value</b>
	<b>OTHER REGIONS</b>	
	<b>CENTRAL KENYA</b>	
335/245-254;335/261-279	Mumbi Estate - Muranga	27,000,000.00
LR.NO 1732	Wamagana - Nyeri	6,400,000.00
	<b>ELDORET REGION</b>	
Block 11/27,30&31	Kidiwa Estate	27,000,000.00
Block 11/42,1146,1147	Kipchoge Estate & Kapsuswa Estate	54,000,000.00
Block 5/65-70;73-84	Bondeni II (Eldoret) Estate	42,000,000.00
Block 13/449,558,450-453,462-467 & 686-688	Elgon View	86,250,000.00
	<b>NAKURU REGION</b>	
519/100	Njoro Township	5,500,000.00
Block K 13/217	Nakuru Bondeni	2,300,000.00
	<b>EASTERN REGION</b>	
Unsurveyed	Kithimani Rentals	23,000,000.00
Block 1/357	Meru Rentals - Tuntu	22,000,000.00
Unsurveyed	Wote Rentals	11,250,000.00
Unsurveyed	Marsabit Rentals	2,500,000.00
Unsurveyed	Mutomo Rentals	8,500,000.00
Mavoko Municipality Block 94/152	Stoni Athi Economy Phase 1 Rentals	121,000,000.00
LR. NO. 337/1197/98	Athi River Rentals	6,500,000.00
Unsurveyed	<b>WESTERN REGION</b>	
Unsurveyed	Amagoro Rentals	5,000,000.00
Unsurveyed	Nambale Rentals	3,500,000.00
Unsurveyed	Homa Bay Rentals	200,000.00
Unsurveyed	Vihiga Rentals	3,500,000.00
Unsurveyed	Mbita Rentals	3,500,000.00
	<b>TOTAL</b>	<b>460,900,000.00</b>

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June 2022</b>
Fire And Peril NHC Rental Estates in Other Regions	

Signature of Tenderer's authorized official \_\_\_\_\_ Date \_\_\_\_\_



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

<b>SCHEDULE OF SPECIFICATIONS FORMING THE POLICY</b>		
<b>Title/ Parcel No.</b>	<b>Estate</b>	<b>Insurance Value</b>
MN/VI/2712,2713,2714,2715,2716	<b>CHANGAMWE ESTATE</b>	
	Changamwe Infill	277,000,000.00
	Old Houses (Changamwe)	1,096,000,000.00
	Shops & Apartments (Changamwe)	16,240,000.00
	BAR & Restaurant(Changamwe)	5,800,000.00
	STORE(Changamwe)	425,000.00
	SITE OFFICE (Changamwe)	535,000.00
	<b>TOTAL</b>	<b>1,396,000,000.00</b>

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June 2022</b>
Fire and Peril NHC Rental ChangamweEstate	

Signature of Tenderer's authorized official\_\_\_\_\_Date\_\_\_\_\_

**POLICY NO.18 – FIRE AND PERIL NHC RENTAL OTHER ESTATES IN COAST REGION**

<b>SCHEDULE OF SPECIFICATIONS FORMING THE POLICY</b>		
<b>Title/ Parcel No.</b>	<b>Estate</b>	<b>Insurance Value</b>
	<b>OTHER ESTATES IN COAST REGION</b>	
LR. NO. 1956/505	VOI RENTAL ESTATE	14,000,000.00
MOM/BLK/XIII/114	JOMO KENYATTA MAKANDE	573,000,000.00
	SHOPS (Jomo Kenyatta Makande')	7,000,000.00
	<b>TOTAL</b>	<b>594,000,000.00</b>

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June 2022</b>
Fire and Peril NHC Rental other Estates in Coast Region	

Signature of Tenderer's authorized official \_\_\_\_\_ Date \_\_\_\_\_

**NHC TENANT PURCHASE ESTATES IN NAIROBI AND OTHER REGIONS  
POLICY NO.19 - FIRE AND PERIL PUMWANI I & II TENANT PURCHASE  
ESTATES**

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

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June 2022</b>
Fire and Peril for Pumwani I & II Tenant Purchase Estates	

Signature of Tenderer's authorized official \_\_\_\_\_ Date \_\_\_\_\_

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

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

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June 2022</b>
Fire and Peril Langata I TenantPurchase Estate	

Signature of Tenderer's authorized official\_\_\_\_\_Date\_\_\_\_\_

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

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

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June 2022</b>
Fire and Peril for Langata II TenantPurchase Estate	

Signature of Tenderer's authorized official \_\_\_\_\_ Date \_\_\_\_\_

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

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

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June 2022</b>
Fire and Peril for Langata III & IV Tenant Purchase Estates	

Signature of Tenderer's authorized official \_\_\_\_\_ Date \_\_\_\_\_

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

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

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June 2022</b>
Fire and Peril for Langata V TenantPurchase Estate	

Signature of Tenderer's authorized official \_\_\_\_\_ Date \_\_\_\_\_

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

<b>SCHEDULE OF SPECIFICATIONS FORMING THE POLICY</b>		
<b>Title/ Parcel No.</b>	<b>Estate</b>	<b>Insurance Value</b>
Nairobi/Block 106/261	Langata VI	560,000,000.00
	Madaraka TP	488,000,000.00
	Madaraka Houses Not Taken Over (10 Houses)	86,500,000.00
	<b>TOTAL</b>	<b>1,134,500,000.00</b>

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June 2022</b>
Fire and Peril Langata VI Estate	

Signature of Tenderer's authorized official \_\_\_\_\_ Date \_\_\_\_\_



**POLICY NO.25 - FIRE AND PERIL STONI ATHI PHASE 1 – OUTRIGHT SALE**

<b>SCHEDULE OF SPECIFICATIONS FORMING THE POLICY</b>			
<b>Title/ Parcel No.</b>	<b>Estate Insurance</b>	<b>Qty</b>	<b>Value</b>
Mavoko Municipality Block 94/4-151	Stoni Athi Phase 1 Estate		
	House Type A	20 units	156,000,000.00
	House Type B	43 units	305,300,000.00
	House Type C	27 units	226,800,000.00
Mavoko Block 94/152	Stoni Athi Economy Phase II Sector 1		
	Bedsitters	20	26,000,000.00
	1BR	80	200,000,000.00
	Stoni Athi Economy Rentals		
	Bedsitters	30	39,000,000.00
	1BR	20	50,000,000.00
	2BR	10	45,000,000.00
	Site Works	1	10,000,000.00
Nairobi Block 62/216	Kibera Olympic View		
	Shops (Various Sizes )	9	44,000,000.00
	1BR	24	102,000,000.00
	1BR Corner	8	36,000,000.00
	2BR	64	438,400,000.00
	3BR	4	35,000,000.00
Nairobi Block 106/255-260	Langata Commercial		
	1BR	20	110,000,000.00
	2BR	50	375,000,000.00
	3BR	20	200,000,000.00
	Shops (Various Sizes)	42	184,792,905.60
	<b>TOTAL</b>		<b>1,895,192,905.60</b>

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June 2022</b>
Fire and Peril for Stoni Athi Phase 1 Estate	

Signature of Tenderer's authorized official \_\_\_\_\_ Date \_\_\_\_\_

**POLICY NO.26 - FIRE & PERIL: OTHER TENANT PURCHASE ESTATES**

<b>SCHEDULE OF SPECIFICATIONS FORMING THE POLICY</b>		
<b>Title/ Parcel No.</b>	<b>Estate</b>	<b>Insurance Value</b>
	<b>Other Tenant Purchase Estates</b>	
Nyeri Municipality Block 4/75/(235-280)	Nyeri	191,500,000.00
LR N. 24415/2-88	Mamboleo	298,000,000.00
Kakamega Municipality Block IV/260,352,402	Kakamega	280,000,000.00
	Kanyakwar I	618,000,000.00
	Kisii I & II TP	320,000,000.00
	Busia TP	2,400,000.00
LR No. 27028/2-75	Vihiga TP	7,500,000.00
Nakuru Municipality Block 10/164,163,376,145,146 & Block 15/879 & Block 15/53	Kabachia TP	121,100,000.00
TP House nos. G14-146, F6-62, F11-114, F3-26 & F4-40 & unsold F1-02	Nairobi West TPs	84,000,000.00
Mombasa Mainland South Block 3/484,485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 505, 506, 507, 508, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579.	Likoni	81,000,000.00
Malindi Municipality No. 10730	Sabaki	54,400,000.00
LR NO. 25980 House nos. A-1022 & Old Houses-MF5P, MF45L, MF23F, MF29H, MF16R (Note 33 units for staff)	Madaraka Staff TPs	368,000,000.00
B6,C-19,C-25,B-90	Kileleshwa Ex-Staff TPs	62,000,000.00
	<b>TOTAL</b>	<b>2,487,900,000</b>

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June 2022</b>
Fire and Peril for Other Tenant Purchase Estates	

Signature of Tenderer's authorized official \_\_\_\_\_ Date \_\_\_\_\_

**POLICY NO.27 – ALL RISKS: STOCK AND MOVABLE ASSETS**

<b>SCHEDULE OF SPECIFICATIONS FORMING THE POLICY</b>	
<b>ITEMS</b>	<b>VALUE (KSH)</b>
<b>C. STOCK</b>	
<b>iii. NHC HOUSE</b>	
DRAWING MATERIALS	666,925.00
STORES GENERAL (OFFICE & COMPUTER STATIONERY)	1,973,856.8
<b>iv. EPS FACTORY</b>	
RAW MATERIALS	36,434,397.00
WORK IN PROGRESS	23,980,821.00
FINISHED GOODS	53,135,830.00
EPS CONSUMABLES STORES	9,355,400.32
<b>TOTALS</b>	<b>125,547,230.12</b>
<b>D. MOVABLE ASSETS</b>	
<b>iii. NHC HOUSE</b>	
PLANT AND EQUIPMENT	17,187,158.51
FURNITURE AND FITTINGS	46,531,861.86
COMPUTERS	13,409,705.64
SURVEY EQUIPMENTS	3,827,652.00
<b>TOTALS</b>	<b>80,956,378.01</b>
<b>iv. EPS FACTORY</b>	
PRODUCTION PLANT AND MACHINERY	380,475,866.59
FURNITURE AND FITTINGS	506,057.61
TOOLS AND EQUIPMENT	334,076.51
<b>TOTAL</b>	<b>381,316,000.71</b>
<b>GRAND TOTAL</b>	<b>587,819,608.84</b>

**SUBMIT YOUR RATES HERE IN BELOW**

<b>Policy</b>	<b>PREMIUM (KSHS.) 1st July 2021 to 30th June 2022</b>
All Risks: Stock and Movable Assets	

Signature of Tenderer's Authorized Official \_\_\_\_\_ Date \_\_\_\_\_

## **SECTION VII - STANDARD FORMS**

### **Notes on the standard forms**

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

## PRICE SCHEDULE – I

FOR THE ONE YEAR PERIOD FROM 1st July 2021 to 30th June 2022

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

<b>S/ NO.</b>	<b>Policy</b>	<b>IRA RATE</b>	<b>RATE USED</b>	<b>DISCOUNT</b>	<b>PREMIUM</b>
<b>19.</b>	Fire and Peril for Pumwani I & II Tenant Purchase Estates				
<b>20.</b>	Fire and Peril Langata I Tenant Purchase Estate				
<b>21.</b>	Fire and Peril for Langata II Tenant Purchase Estate				
<b>22.</b>	Fire and Peril for Langata III & IV Tenant Purchase Estates				
<b>23.</b>	Fire and Peril for Langata V Tenant Purchase Estate				
<b>24.</b>	Fire and Peril Langata VI Estate				
<b>25.</b>	Fire and Peril for Stoni Athi Phase 1 Estate				
<b>26.</b>	Fire and Peril for Other Tenant Purchase Estates				
<b>27.</b>	All Risk STOCK AND MOVABLE ASSETS				

**SECTION VI**

**N.B. COMPLYING STATEMENT**

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

State your operations telephone contacts.....

Signature of tenderer (Authorized).....

Name of tenderer (Authorized) .....

Stamp

Date.....

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

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

**1. FORM OF TENDER - FIDELITY GUARANTEE COVER**

To:

Date

**NHC**

Tender No

Tender Name.....

Gentlemen and/or

Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)** ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide General Insurance Cover under this tender in conformity with the said Tenderdocument 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 attachedherewith and made part of this Tender.

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

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

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

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

Dated this        day of \_\_\_\_2021

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

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

Duly authorized to sign tender for and on behalf of



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

To:

Date

**NHC**

Tender No

Tender Name.....

Gentlemen and/or  
Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)** ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide General Insurance Cover under this tender in conformity with the said Tenderdocument 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 attachedherewith and made part of this Tender.

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

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

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

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

Dated this        day of\_\_\_\_2021

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

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

Duly authorized to sign tender for and on behalf of

3. FORM OF TENDER - CONSEQUENTIAL LOSS

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

**NHC**

Tender No \_\_\_\_\_

Tender Name.....

Gentlemen and/or  
Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)**  
..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to  
provide General Insurance Cover under this tender in conformity with the said  
Tenderdocument 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  
attachedherewith and made part of this Tender.

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_2021

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

Duly authorized to sign tender for and on behalf of

**4. FORM OF TENDER - GROUP PERSONAL ACCIDENT (STAFF)**

To:

Date

**NHC**

Tender No

Tender Name.....

Gentlemen and/or  
Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)** ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide General Insurance Cover under this tender in conformity with the said Tenderdocument 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 attachedherewith and made part of this Tender.

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

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

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

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

Dated this day of\_\_\_\_2021

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

Duly authorized to sign tender for and on behalf of

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

To:

Date

**NHC**

Tender No

Tender Name.....

Gentlemen and/or  
Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)** ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide General Insurance Cover under this tender in conformity with the said Tenderdocument 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 attachedherewith and made part of this Tender.

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

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

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

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

Dated this        day of\_\_\_\_2021

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

Duly authorized to sign tender for and on behalf of

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

To:

Date

**NHC**

Tender No

Tender Name.....

Gentlemen and/or  
Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)**  
..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to  
provide General Insurance Cover under this tender in conformity with the said  
Tenderdocument 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  
attachedherewith and made part of this Tender.

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

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

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

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

Dated this day of\_\_\_\_2021

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

Duly authorized to sign tender for and on behalf of

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

To:

Date

**NHC**

Tender No

Tender Name.....

Gentlemen and/or  
Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)**  
..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to  
provide General Insurance Cover under this tender in conformity with the said  
Tenderdocument 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  
attachedherewith and made part of this Tender.

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

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

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

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

Dated this day of\_\_\_\_2021

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

Duly authorized to sign tender for and on behalf of

**8. FORM OF TENDER - PUBLIC LIABILITY**

To:

Date

**NHC**

Tender No

Tender Name.....

Gentlemen and/or  
Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)**  
..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to  
provide General Insurance Cover under this tender in conformity with the said  
Tenderdocument 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  
attachedherewith and made part of this Tender.

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

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

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

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

Dated this day of\_\_\_\_2021

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

Duly authorized to sign tender for and on behalf of

**9. FORM OF TENDER - MOTOR VEHICLES**

To:

Date

**NHC**

Tender No

Tender Name.....

Gentlemen and/or  
Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)**  
..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to  
provide General Insurance Cover under this tender in conformity with the said  
Tenderdocument 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  
attachedherewith and made part of this Tender.

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

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

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

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

Dated this day of\_\_\_\_2021

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

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

Duly authorized to sign tender for and on behalf of



**10. FORM OF TENDER - MONEY INSURANCE**

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

**NHC**

Tender No \_\_\_\_\_

Tender Name.....

Gentlemen and/or  
Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)**  
..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to  
provide General Insurance Cover under this tender in conformity with the said  
Tenderdocument 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  
attachedherewith and made part of this Tender.

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

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

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

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

Dated this \_\_\_\_\_ day of\_\_\_\_2021

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

Duly authorized to sign tender for and on behalf of

**11. FORM OF TENDER - PROFESSIONAL INDEMNITY COVER**

To:

Date

**NHC**

Tender No

Tender Name.....

Gentlemen and/or  
Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)**  
..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to  
provide General Insurance Cover under this tender in conformity with the said  
Tenderdocument 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  
attachedherewith and made part of this Tender.

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

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

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

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

Dated this day of\_\_\_\_2021

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

Duly authorized to sign tender for and on behalf of

12. FORM OF TENDER - FIRE AND PERIL NHC STOCK AND MOVABLE ASSETS

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

**NHC**

Tender No \_\_\_\_\_

Tender Name .....

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)** ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide General Insurance Cover under this tender in conformity with the said Tenderdocument 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 attachedherewith and made part of this Tender.

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

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

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

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

Dated this \_\_\_\_\_ day of\_\_\_\_2021

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

Duly authorized to sign tender for and on behalf of

**13. FORM OF TENDER - FIRE AND PERIL FOR NHC HOUSE**

To:

Date

**NHC**

Tender No

Tender Name.....

Gentlemen and/or  
Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)** ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide General Insurance Cover under this tender in conformity with the said Tenderdocument 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 attachedherewith and made part of this Tender.

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

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

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

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

Dated this day of\_\_\_\_2021

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

Duly authorized to sign tender for and on behalf of

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

To:

Date

**NHC**

Tender No

Tender Name .....

Gentlemen and/or  
Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)**  
..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to  
provide General Insurance Cover under this tender in conformity with the said  
Tenderdocument 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  
attachedherewith and made part of this Tender.

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

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

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

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

Dated this day of\_\_\_\_2021

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

Duly authorized to sign tender for and on behalf of

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

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

**NHC**

Tender No \_\_\_\_\_

Tender Name.....

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)** ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide General Insurance Cover under this tender in conformity with the said Tenderdocument 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 attachedherewith and made part of this Tender.

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

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

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

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

Dated this \_\_\_\_\_ day of\_\_\_\_2021

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

Duly authorized to sign tender for and on behalf of

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

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

**NHC**

Tender No \_\_\_\_\_

Tender Name .....

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)** ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide General Insurance Cover under this tender in conformity with the said Tenderdocument 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 attachedherewith and made part of this Tender.

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

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

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

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

Dated this \_\_\_\_\_ day of\_\_\_\_2021

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

Duly authorized to sign tender for and on behalf of

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

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

**NHC**

Tender No \_\_\_\_\_

Tender Name .....

Gentlemen and/or  
Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)**  
..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to  
provide General Insurance Cover under this tender in conformity with the said  
Tenderdocument 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  
attachedherewith and made part of this Tender.

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

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

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

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

Dated this \_\_\_\_\_ day of\_\_\_\_2021

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

Duly authorized to sign tender for and on behalf of



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

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

**NHC**

Tender No \_\_\_\_\_

Tender Name .....

Gentlemen and/or  
Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)** ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide General Insurance Cover under this tender in conformity with the said Tenderdocument 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 attachedherewith and made part of this Tender.

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

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

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

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

Dated this \_\_\_\_\_ day of\_\_\_\_2021

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

Duly authorized to sign tender for and on behalf of

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

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

**NHC**

Tender No \_\_\_\_\_

Tender Name .....

Gentlemen and/or  
Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)**  
..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to  
provide General Insurance Cover under this tender in conformity with the said  
Tenderdocument 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  
attachedherewith and made part of this Tender.

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

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

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

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

Dated this \_\_\_\_\_ day of\_\_\_\_2021

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

Duly authorized to sign tender for and on behalf of

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

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

**NHC**

Tender No \_\_\_\_\_

Tender Name .....

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)** ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide General Insurance Cover under this tender in conformity with the said Tenderdocument 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 attachedherewith and made part of this Tender.

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

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

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

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

Dated this \_\_\_\_\_ day of\_\_\_\_2021

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

Duly authorized to sign tender for and on behalf of

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

To:

Date

**NHC**

Tender No

Tender Name .....

Gentlemen and/or  
Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)**  
..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to  
provide General Insurance Cover under this tender in conformity with the said  
Tenderdocument 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  
attachedherewith and made part of this Tender.

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

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

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

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

Dated this day of\_\_\_\_2021

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

Duly authorized to sign tender for and on behalf of

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

To:

Date

**NHC**

Tender No

Tender Name .....

Gentlemen and/or  
Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)**  
..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to  
provide General Insurance Cover under this tender in conformity with the said  
Tenderdocument 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  
attachedherewith and made part of this Tender.

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

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

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

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

Dated this day of\_\_\_\_2021

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

Duly authorized to sign tender for and on behalf of

23. FORM OF TENDER - FIRE AND PERIL FOR LANGATA V  
TENANT PURCHASE ESTATE

To:

Date

**NHC**

Tender No

Tender Name .....

Gentlemen and/or  
Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)**  
..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to  
provide General Insurance Cover under this tender in conformity with the said  
Tenderdocument 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  
attachedherewith and made part of this Tender.

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

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

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

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

Dated this day of\_\_\_\_2021

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

Duly authorized to sign tender for and on behalf of

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

To:

Date

**NHC**

Tender No

Tender Name .....

Gentlemen and/or  
Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)**  
..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to  
provide General Insurance Cover under this tender in conformity with the said  
Tenderdocument 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  
attachedherewith and made part of this Tender.

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

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

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

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

Dated this day of\_\_\_\_2021

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

Duly authorized to sign tender for and on behalf of

25. FORM OF TENDER - FIRE AND PERIL STONI ATHI PHASE 1 ESTATE

To:

Date

**NHC**

Tender No

Tender Name .....

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)** ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide General Insurance Cover under this tender in conformity with the said Tenderdocument 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 attachedherewith and made part of this Tender.

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

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

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

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

Dated this day of\_\_\_\_2021

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

Duly authorized to sign tender for and on behalf of



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

To:

Date

**NHC**

Tender No

Tender Name .....

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)** ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide General Insurance Cover under this tender in conformity with the said Tenderdocument 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 attachedherewith and made part of this Tender.

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

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

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

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

Dated this day of\_\_\_\_2021

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

Duly authorized to sign tender for and on behalf of

**27. FORM OF TENDER - ALL RISKS –STOCK AND OTHER MOVABLEASSETS**

To:

Date

**NHC**

Tender No

Tender Name .....

Gentlemen and/or  
Ladies:-

Having examined the Tender documents including Addenda No. **(Insert numbers)**  
..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to  
provide General Insurance Cover under this tender in conformity with the said  
Tenderdocument 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  
attachedherewith and made part of this Tender.

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

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

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

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

Dated this day of\_\_\_\_2021

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

Duly authorized to sign tender for and on behalf of

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) whichever applies to your type of business. You are advised that it is a serious offence to give false information on this Form.

Part 1 General:

Business Name.....  
 Location of business premises.....  
 Plot No .....Street/Road.....  
 Postal Address..... Tel. No..... Fax..... Email.....  
 Nature of business.....  
 Registration Certificate No.....  
 Maximum value of business which you can handle at any one time - KShs.....  
 Credit Period.....  
 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.....	.....	.....	.....	.....

Part 2 (c) - Registered Company:

Private or public.....  
 State the nominal and issued capital of the company -  
 Nominal Kshs.....  
 Issued Kshs .....

Give details of all directors as follows

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

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

If a citizen, indicate under "Citizenship Details" whether by Birth, Naturalization orRegistration

## 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 tender>

KNOW ALL PEOPLE by these presents that WE **[name of bank]** of **[name of county]**, 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]

**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 General 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 WITNESSTH AS FOLLOWS:-**

1. In this Agreement words and expressions shall have the same meanings as arerespectively 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 ofthis 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 Medical Healthcare cover and to remedy defects therein in conformity in allrespects 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 timesand 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