



**A f y a Y e t u . B i m a Y e t u**

**NATIONAL HOSPITAL INSURANCE FUND**

**P.O.BOX 30443 - 00100**

**NAIROBI**

**Phone: 2723255/46**

**E-mail Add: [tenders@nhif.or.ke](mailto:tenders@nhif.or.ke)**

**TENDER NO. NHIF/021/2018-2019**

**FOR SUPPLY AND DELIVERY OF FRESH FLOWERS, POTTED  
PLANTS AND MAINTENANCE OF GARDENS AND LANDSCAPING**

**CLOSING DATE: 25<sup>TH</sup> SEPTEMBER 2018 AT 10.00 A.M.**

**SEPTEMBER, 2018**

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**SECTION A: INVITATION TO TENDER**

**11<sup>TH</sup> SEPTEMBER 2018**

**TENDER REF NO: NHIF/021/2018-2019**

**TENDER NAME: SUPPLY AND DELIVERY OF FRESH FLOWERS, POTTED PLANTS  
AND MAINTENANCE OF GARDENS AND LANDSCAPING**

- 1.1 The Fund invites sealed bids from Youth, Women & PWD's to bid for **Supply and Delivery of Fresh Flowers, Potted Plants and Maintenance of Gardens and Landscaping**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **NHIF Building, 7<sup>th</sup> Floor Room 739, and P.O. Box 30443-00100 Nairobi, Ragati Road, and Opp. National Library** during normal office working hours.
- 1.3 Tender documents are accessed and obtained from the NHIF Website [www.nhif.or.ke](http://www.nhif.or.ke) and from the National Treasury IFMIS Website <http://supplier.treasury.go.ke> **free of charge**. Bidders can download the tender documents and give us their details for recording and provision of any additional information in case of clarifications.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at NHIF Building 7<sup>th</sup> Floor or be addressed: The Chief Executive Officer, NHIF P.O. Box 30443 NAIROBI so as to be received on or before **Thursday, 30<sup>th</sup> August, 2018 at 10.00 a.m.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at NHIF Building Auditorium 2<sup>nd</sup> floor on **Tuesday, 25<sup>th</sup> September 2018 at 10.00 a.m.**

**Manager Supply Chain Management**

**For: Chief Executive Officer**

**National Hospital Insurance Fund**

**P.O. Box 30443-00100**

**NAIROBI, KENYA**

**E-Mail Add: [tenders@nhif.or.ke](mailto:tenders@nhif.or.ke)**

**Fax No: 2725752**

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**RE: SUPPLY AND DELIVERY OF FRESH FLOWERS, POTTED PLANTS AND  
MAINTENANCE OF GARDENS AND LANDSCAPING**

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**ISSUE OF TENDER DOCUMENT to prospective bidders**

This form is to be completed by persons expressing interest on the above tender, this page is to be completed, scanned and a copy e-mailed to [tenders@nhif.or.ke](mailto:tenders@nhif.or.ke) for recording and provision of any additional information in case of clarifications and/or addendum.

Firms that do not register their interest in this manner may not be sent the Tender addenda should any arise.

Name of Person: \_\_\_\_\_

Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tel No: \_\_\_\_\_

## **SECTION B: - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for **Supply And Delivery of Fresh Flowers, Potted Plants and Maintenance of Gardens and Landscaping** is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements.
- 2.1.2 The Fund employees, committee members, board members and their relative (spouse and children) are not eligible to participate in this tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Fund to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Goods**

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose utility from its components.

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

## **2.3 Cost of Tendering**

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

## **2.4 The Tender Document**

2.4.1 The tender document comprises the documents listed below :

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical specifications
- (vii) Tender form and prices Schedules
- (viii) Contract Forms
- (ix) Bank Guarantee for Advance Payment Form
- (x) Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms and specifications 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.

## **2.5 Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Fund in writing or by post at the Fund address indicated in the Invitation to Tender. The Fund will respond in writing to any request for

clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of tenders, prescribed by the Fund. Written copies of the Fund response (including an explanation of the query but without identifying the source of the inquiry) will be sent to all prospective tenderers that have received the tender document.

- 2.5.2 The Fund shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.6 Amendment of Documents**

- 2.6.1 At any time prior to the deadline for submission of tenders, the Fund, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Fund, at its discretion, may extend the deadline for the submission of tenders.

## **2.7 Language of Tender**

- 2.7.1 The tender document prepared by the tenderer, as well as all correspondence and documents related to the tender exchange by the tenderer and the Fund, shall be written in English language, provided that 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 passage in which case, for purposes of interpretation of the tender, the English translation shall govern.



## **2.8 Documents Comprising of Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 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) Documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

### **2.8.2 Tender Forms**

2.8.3 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.

2.9.2 Prices indicated on the price Schedule should include all costs including taxes, insurances and delivery to the premises of the Fund.

2.9.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.9.4 The validity period of the tender is 120 days from the date of opening of the tender.

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11 Tenderers Eligibility and Qualifications**

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

2.11.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Fund's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.11.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Fund satisfaction;

(a) That, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods, Manufacturer or producer to supply the goods.

(b) That the tenderer has the financial, technical, and production capability necessary to perform the contract;

## **2.12 Goods Eligibility and Conformity to Tender Documents**

2.12.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the

tender documents of all goods, which the tenderer proposes to supply under the contract.

2.12.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.12.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- a) A detailed description of the essential technical and performance characteristics of the goods;
- b) A clause-by clause commentary on the Fund Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provision of the Technical Specifications.

2.12.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3 (b) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Fund in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Fund satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount specified in the mandatory requirement.

2.14.1 The tender security is required to protect the Fund against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.2 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Fund and valid for thirty (30) days beyond the validity of the tender.

2.14.3 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Fund as non responsive, pursuant to paragraph 2.22

2.14.4 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Fund.

2.14.5 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.6 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.27
  - or
  - (ii) to furnish performance security in accordance with paragraph 2.28

## **2.15 Validity of Tenders**

2.15.1 Tenders shall remain valid for 120 days after the date of tender opening. A tender valid for a shorter period shall be rejected by the Fund as non responsive.

2.15.2 In exceptional circumstances, the Fund may solicit the Tenderer's consent to an extension of the period of validity. The request and responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without

forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.16 Format and Signing of Tender**

2.16.1 The Tenderer shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 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. The latter authorization shall be indicated by written power- of - attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.17 Sealing and Marking of Tenders**

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, dully marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

a) Be addressed to the;

**CHIEF EXECUTIVE OFFICER  
NATIONAL HOSPITAL INSURANCE FUND (NHIF)  
P.O.BOX 30443-00100  
NAIROBI**

Bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” (Tuesday, 25<sup>h</sup> September, 2018 10.00 a. m )

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

2.17.4 If the outer envelopes is not sealed and marked as required by paragraph 2.17.2, the Fund will assume no responsibility for the tender’s misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

Tenders must be received by the Fund at the addressed specified under paragraph 2.17.2 no later than (Tuesday, 25<sup>th</sup> September , 2018, 10.00 a.m).

2.18.1 The Fund may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Fund and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

## **2.19 Modification and withdrawal of tenders**

2.19.1 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 tender, is received by the Fund prior to the deadline prescribed for the submission of tenders.

2.19.2 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 cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.19.5 The Fund may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

## **2.20 Opening of Tenders**

The Fund will open all tenders in the presence of tenderers' representatives who choose to attend, on **Tuesday, 25<sup>th</sup> September, 2018.10.00 a.m. at NHIF 2<sup>nd</sup> Floor, Auditorium.** The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Fund, at its discretion, may consider appropriate, will be announced at the opening.

2.20.2 The Fund will prepare minutes of the tender opening.

## **2.21 Clarification of tenders**

2.21.1 To assist in the examination, evaluation and comparison of tenders the Fund 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 shall be sought, offered, or permitted.

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

## **2.22 Preliminary Examination**

2.22.1 The Fund will examine the tenders to determine whether they are complete, whether any computational errors have been made, properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.22.3 The Fund may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Fund will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Fund determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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



## **2.23 Conversion to a single currency**

2.23.1 Where other currencies are used, the Fund 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.

## **2.24 Evaluation and comparison of tenders.**

2.24.1 The Fund will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2A 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 consider debarment from participating in future public procurement.

## **2.25. Contacting the Fund**

2.25.1 Subject to paragraph 2.21 no tenderer shall contact the Fund on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

## **2.26 Award of Contract**

### **a) Post qualification**

2.26.1 The Fund will 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.

2.26.2 The determination will take into account the tenderer's 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 2.12.3 as well as such other information as the Fund deems necessary and appropriate.

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

**b) Award Criteria**

2.26.4 The Fund will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tender is determined to be qualified to perform the contract satisfactorily.

**(c) Fund's Right to Vary quantities**

2.26.5 The Fund reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the schedule of requirements without any change in unit price or other terms and conditions

**(d) Fund's Right to accept or Reject any or All Tenders**

2.26.6 The Fund 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 tenderers or tenders of the grounds for the Fund action.

**2.27 Notification of award**

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

2.27.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28 the Fund will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

## **2.28 Signing of Contract**

2.28.1 At the same time as the Fund notifies the successful tenderer that its tender has been accepted, the Fund will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties

2.28.2 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.

2.28.3 Within thirty (30) days of receipt of the Contract Form, the successful tender shall sign and date the contract and return it to the Fund.

## **2.29 Corrupt or Fraudulent Practices**

2.29.1 The Fund requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- i. "Corrupt practices" means the offering, giving, receiving, or soliciting or any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Fund, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices

at artificial non-competitive levels and to deprive the Fund of the benefits or free and open completion;

2.29.2 The Fund 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;

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

### **Appendix to Instructions to Tenderers**

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

### **INSTRUCTIONS TO PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS**

2.1.1 The tender is open to Special Group Youth ,Women and Persons with Disability.

2.1.3 Declaration of No Conflict of Interest

2.10.4 Tender Validity Period is One Hundred and Twenty (120) days from the opening date.

2.11.1 Tender prices may be quoted in Kenya Shillings or the equivalent in freely convertible currency

- 2.16.2 The bidder must provide an appropriate written power of attorney establishing the authorization to of the signatory to the tender documents to bind the bidder.
- 2.18.1 Time, date, and place for bid opening are: 10:00 hours, local time, on **Tuesday, 25<sup>th</sup> September, 2018.**  
Place: NHIF Building 2<sup>nd</sup> Floor of Auditorium.  
Street: Upper Hill - Community  
City: Nairobi  
Country: Kenya.
- 2.21 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.
- 2.22 Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
- 2.23 **Anti-corruption Affidavit**  
Fund will require a supplier of goods and/or services to swear en affidavit to the effect they will not have offered or been requested to pay an inducement to a member of the Board, Management and//or Staff of NHIF to influence the outcome of the bid.

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

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## **SECTION C: 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 Fund 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 goods” means all of the equipment, machinery, and/or other materials which the tenderers is required to provide to the Fund under the Contract.
- d) “The Fund” means the organization sourcing for the goods under this Contract.
- e) “The Tenderers” means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Fund for the Procurement Installation and Commissioning of equipments.

### **3.3 Country of Origin**

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tender

### **3.4 Standards**

3.4.1 The goods supplied under this Contract shall conform to the standards Mentioned in the Technical Specifications.

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

3.5.1 The tenderer shall not, without the Fund prior written consent, disclose the Contract, or any provision therefore, or any specification, plan , drawing, pattern, sample or information furnished by or on behalf of the Fund in connection therewith to any person other than a person employed by the tenderers in the performance of the Contract.

3.5.2 The Tenderer shall not, without the Fund prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.

3.5.1 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Fund and shall be returned (all copies) to the Fund on completion of the Tenderer's performance under the Contract if so required by the Fund.

### **3.6 Patent Rights**

3.6.1 The tenderer shall indemnify the Fund 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 in the Fund.

### **3.7 Inspections and Tests**

3.7.1 The Fund or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Fund shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to



drawings and production data, shall be furnished to the inspectors at no charge to the Fund.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Fund.

3.7.4 The Fund right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited to waived by reason of the equipment having previously been inspected, tested and passed by the Fund or its representative prior to the equipment delivery,

3.7.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Packing**

3.8.1. The tenderer shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract

3.8.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requests as should be expressly provided in the Contract.

### **3.9 Delivery and Documents**

3.9.1 Delivery of the Goods shall be made by the tenderers in accordance with the terms specified by Fund in its Schedule of Requirements and the Special Conditions of Contract.

### **3.10 Insurance**

3.10.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental or manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special Condition of Contract.

### **3.11 Payment**

3.11.1 The method and conditions of payment to be made to the tenderer under This Contract shall be specified in Special Conditions Contract.

3.11.2 Payments shall be made promptly by the Fund as specified in contract

### **3.12 Prices**

3.12.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender

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

3.12.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.12.4 Price variation request shall be processed by the Fund within 30 days of receiving the request.

### **3.13 Assignment**

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the Fund prior written consent.

### **3.14 Subcontracts**

3.14.1 The tenderers shall notify the Fund in writing of all subcontracts awarded under this contract if not already specified in the tender. Such notification,

in the original tender or later, shall not relieve the tenderers from any liability or obligation under the Contract.

### **3.15 Termination for Default**

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

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

3.15.2 In the event the Fund terminates the Contract in whole or in part, it may Procure, upon such terms and in such manner, as it deems appropriate, equipments similar to those undelivered, and the tenderer shall be liable to the Fund for any excess costs for such similar goods.

### **3.16 Liquidated Damages**

3.16.1 If the tenderers fails to deliver any or all of the goods within the period(s) specified in the contract, the Fund shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items upon maximum deduction of 10% of the delayed goods. After this the tenderers may consider termination of contract.

### **3.17 Resolution of Disputes**

3.17.1 The fund and the tenderers shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract.

3.17.2 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 adjudication in an agreed national or international forum, and/ or international arbitration.

### **3.18 Language and Law**

3.18.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### **3.19 Force Majeure**

3.19.1 The tenderer 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.

3.19.1 The tenderer 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.

## SECTION D: SPECIAL CONDITIONS OF CONTRACT

4.1 Special Conditions of Contract shall supplement the General Conditions Contract. Whenever there is a conflict, between the GCC and the SCC, the provision of the SCC herein shall prevail over these in the GCC.

4.2 Special conditions of contract as relates to the GCC

REFERENCE GCC	OF	SPECIAL CONDITIONS OF CONTRACT
3.12.1		Payment shall be made upon receipt of invoices and delivery notes confirming that the invoiced materials have been delivered and is in accordance with the contract after delivery of goods.
3.12		Prices should remain valid for two years from the contract date
3.16.1		The Fund may terminate the contract in whole or in part without prejudice to any other remedy for breach of contract.
3.18.1		The resolution of disputes shall be by direct informal negotiation The provision of the Arbitration Act, laws of Kenya shall apply Arbitral language shall be English language The seat of arbitration shall be Nairobi-Kenya

## SECTION D: SPECIAL CONDITIONS OF CONTRACT

### 5.1 General

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.

5.1.2 Tenderers must indicate on the specifications sheets whether the Goods/equipment offered comply with each specified requirements.

5.1.3 All dimensions and capacities of the Goods to be supplied shall not be less than those required in these specifications. Derivations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The Fund reserves the right to reject the product, if such deviations shall be found critical to the use and operation of the products.

5.1.4 The tenderers are requested to present information along with their offers as follows:

- (i) Shortest possible delivery period of each product.
- (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including there names and addresses.

### 3 Appendix to Instructions to Tenderers

The following information shall complement or amend the provisions of the instructions to tenderers. Whenever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Clause Reference	Particulars of appendix to Instructions to Tenderers
<b>A. Introduction</b>	
ITT - 1.1	The number of the Invitation for Bids is : <b>NHIF/021/2018-2019</b>
ITT - 1.1	The Contracting Agency is: <b>NATIONAL HOSPITAL INSURANCE FUND</b>
1.1	The name of the Project is: <b>Supply and Delivery of Fresh Flowers, Potted Plants and Maintenance of Gardens and Landscaping</b>
	Invitation to tender is open to: Youth, Women and Persons with Disability
<b>B. Bidding Documents</b>	
<b>Cover Page</b>	For clarification purposes only, the Contracting Agency's address is: Attention: <b>Chief Executive Officer</b> Street Address: <b>NHIF</b> Floor/Room number: <b>7<sup>th</sup> floor Room 739</b> City: <b>Nairobi</b> Address: <b>30443-00100</b> Country: <b>Kenya</b> Telephone: <b>2723255/6</b> Electronic mail address: <b>tenders@nhif.or.ke</b>
<b>C. Preparation of Bids</b>	
3.1	The language of the bid is: <b>English</b>
10	Alternative times for completion: <b>N/A</b>
3.1	The prices quoted by the Bidder shall be: <b>Absolute</b>
3.5	The currency(ies) of the bid shall be in: <b>Kenya Shillings</b>

3.6	The bid validity period shall be: <b>One Hundred and twenty (120) days from the date of opening</b>
	A bid security <b>NOT</b> required
4.1	In addition to the original of the bid, the number of copies is: <b>ONE</b>
1.2 (a)	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <b>Power of Attorney</b>
<b>D. Submission and Opening of Bids</b>	
4.2	<p>For bid submission purposes_only, the Contracting Agency's address is:</p> <p style="text-align: center;"><b>Chief Executive Officer</b>  <b>Box 30443-00100</b>  <b>NHIF Building 2<sup>nd</sup> Floor Auditorium</b>  <b>Nairobi</b>  <b>Kenya</b></p> <p>The deadline for bid submission is:  Date: <b>Tuesday, 25<sup>th</sup> September 2018</b>  Time: <b>10.00am</b>  Bidders <b><u>DONT</u></b> have the option of submitting their bids electronically.</p>
5.1	<p>The bid opening shall take place at:</p> <p style="text-align: center;"><b>NHIF Building, Ragati Road, Opposite National Library</b>  <b>2<sup>nd</sup> Floor Auditorium</b>  Date: <b>Tuesday, 25<sup>th</sup> September 2018</b>  Time: <b>10.00a.m</b></p>
5.2	The Letter of Bid and Bill of Quantities <b>SHALL</b> be initialed by representatives of the Contracting Agency attending Bid opening.
<b>E. Evaluation and Comparison of Bids</b>	
5.3	Evaluation will be conducted: <b>Using criteria in the stipulated</b>
<b>F. Contract Signing</b>	
6.5	Performance Security: <b>N/A</b>



## **SCHEDULE OF REQUIREMENTS**

### **A) SPECIFICATION FOR CONTRACT FOR SUPPLY FRESH FLOWERS**

The supplier shall supply and deliver fresh flowers with the following specifications.

#### **i. Fresh Flowers**

Large triangular shaped flower arrangements

Medium triangular shaped flower arrangements

Table flower arrangements

#### **ii. Roses and Carnations**

White and green fillers

Colour: Red/maroon/cream/white/yellow/pink

Green vase for base

Quantity 27 flowers

There shall be a different colour scheme/theme for each week

All must be treated uniformly to stand the period and taste

#### **iii. Arrangement should consist of:-**

Roses (Firm and closed)

Carnations

Fillers, white and green

The supplier shall deliver on a weekly basis specifically every Monday of the week quality fresh flower arrangements and distribute to various floor as follows:-

#### **10<sup>TH</sup> FLOOR**

#### **NO. OF FLOWER ARRANGEMENTS**

Reception	1
Boardroom	1
Chairman's Office	1
Secretary/Chairman's Office	1
Chief Executive's Office	1
CEO's Secretary	2
Legal Office	1
Corridor (Chairman)	1

#### **9<sup>TH</sup> FLOOR**

Reception	1
Mini Board	1
Director Corporate Services	1
Deputy Director Human Resources	1

**8<sup>TH</sup> FLOOR**

Reception	1
Director Strategy, Marketing & Planning	1
Director Operations and Quality Services	1
Deputy Director SQA	1

**7<sup>TH</sup> FLOOR**

Reception	1
Deputy Director ICT's Office	1
Head of Internal Audit & Risk	1

**6<sup>TH</sup> FLOOR**

Reception	1
Director Finance & Control	1
Deputy Director Registration & Compliance	1

**GROUND FLOOR**

Main Reception	1
NAIROBI BRANCH	
Reception	1
Customer Care Desk	1

**Total** **27**

**B) SPECIFICATION FOR MAINTENANCE OF POTTED PLANTS AND REPLACEMENT OF POTS**

The Service Provider shall replace pots and plants and maintain the potted plants in the building by doing the following:-

The service provider shall provide:

1. The pots; glossy dark brown in colour.
2. The plants; full, green, leafy plants.
3. Ensure the plants are full, leafy and green at all times.
4. Ensure the plants to be replaced in the corridor and offices are indoor plants and adopt to the environment.
5. Ensure that all potted plants are filled with treated moss.

6. The Service Provider shall dust the plants and apply leaf shine substances as appropriate.
7. Ensure there's regular leaf treatment with environmentally friendly chemicals
8. The Service Provider shall carry out routine maintenance and watering of plants three (3) times a week.
9. Any other activity that may be necessary for sustainable maintenance of the plants.

#### Location of the potted plants

N0	Location	N0. Of potted plants
1.	Nairobi Branch	<ul style="list-style-type: none"> <li>9 potted plants along the external side of the wall</li> </ul>
2.	6 <sup>th</sup> Floor	<ul style="list-style-type: none"> <li>Lift lobby (front) - 2 plants</li> <li>Cash Office 2 plants</li> </ul>
3	7 <sup>th</sup> Floor	<ul style="list-style-type: none"> <li>Lift lobby (front) - 2 plants</li> </ul>
4	8 <sup>th</sup> Floor	<ul style="list-style-type: none"> <li>Lift lobby (front) - 2 plants</li> </ul>
5	9 <sup>th</sup> Floor	<ul style="list-style-type: none"> <li>Lift lobby (front) - 2 plants</li> <li>Boardroom 2 plants</li> </ul>
6.	10 <sup>th</sup> Floor	<ul style="list-style-type: none"> <li>CEO' s Office - 3 plants</li> <li>Legal Office - 2 plants</li> <li>Lift lobby/Reception - 4 plants</li> <li>Boardroom Corridor - 1 plants</li> <li>Main Boardroom 2 plants</li> </ul>
7.	Car Park Runway	<ul style="list-style-type: none"> <li>22 potted plants</li> </ul>
8.	Ground Floor	<ul style="list-style-type: none"> <li>Main Reception &amp; Monument Outside National Bank - 5 plants</li> </ul>
9.	VIP Rear side & Outside Staircase	<ul style="list-style-type: none"> <li>6 plants</li> </ul>
10.	Front sides of the NHIF Building	<ul style="list-style-type: none"> <li>4 potted plants in medium size pots</li> </ul>
	<b>Total</b>	<b>70 plants</b>

**TERMS OF PAYMENT**

<b>N0</b>	<b>Item Description</b>	<b>N0. Of Plants</b>	<b>Unit Price (Kshs.)</b>	<b>Monthly Cost (Kshs.)</b>	<b>Total Cost (Kshs.)</b>
1	Replacement of plants	70		-	
2.	Replacement of pots	70		-	
3	Maintenance of potted plants	70			

**C) SPECIFICATION FOR LANDSCAPING NHIF BUILDING AND NHIF PARKING COMPLEX**

The Service Provider shall improve and maintain the landscape and gardens outside the main gate and around the NHIF Building and NHIF Car Park Complex by ensuring the following are done: -

1. Pruning of flowerbeds and other plants
2. Weed control is done in flower gardens and grass lawns
3. Manure and fertilizer is applied in grass lawns
4. Grass lawns are mowed and general maintenance of gardens and the flowerbeds is done.
5. Lawns, flowerbeds, hedges and planters are constantly watered
6. Dead plants, flowers and grass are cleared and disposed
7. Any other activity that may be necessary for sustainable maintenance of flowers, grass lawns and hedges is done
8. Dead plants are replaced with new plants of the same family
9. The flowerbeds are fed with compost on the onset of rains
10. The fences and trees are trimmed pruned and the pruning is disposed accordingly.
11. The Service Provider shall carry out all gardening and landscaping between the hours of 7.00 am - 5.00 pm unless otherwise agreed between the parties

## MANDATORY REQUIREMENTS

1. Certificate of Registration by National/County Treasury (Youth, Women or Disadvantaged group) YAGPO
2. Valid NHIF Compliance Certificate
3. Valid Tax Compliance Certificate
4. Fully filled form of Tender
5. Duly Completed , signed and stamped confidential Business Questionnaire
6. Duly filled and signed Bid Securing Declaration Form
7. The document must be serialized(All pages)
8. A site visit Certificate must be attached (Certificate will be issued to those who visit from 8:30AM -4:00PM)

## OTHER REQUIREMENTS

1. NSSF Compliance Certificate
2. Company PIN/VAT Certificate
3. Certificate of incorporation
4. Company Profile and Directors C,Vs
5. Location: Physical address, Valid Postal Address and telephone numbers and email address.

**NOTE:** Failure to meet mandatory requirements will lead to disqualification.

The information provided above will be confirmed or authenticated.

### Technical Evaluation Criteria

NO	Requirements	Weighing Score	Max Score
1	Submit Bank Statement for the last 5 months	2 marks for each month	10
2	Provide a list of corporate clients and	5 clients with	10

	references to which the company has done similar work in the last two (2) years	<p>recommendation letters from the clients-2 marks each</p> <p>Less than 5 clients 2.5 marks each</p> <p>List of clients without letters- 1 mark each</p>	
3	Attach Company Profile with Directors C.Vs . Without C,Vs 2.5 marks	5 marks	5
4	Provide 5 relevant orders /contracts from different corporate/government Ministry/Department with values of at least Kshs.50,000.00 each performed in the past 2	<p>5 relevant orders with value of over Kshs. 300,000.00- 2 marks each</p> <p>Orders with values less than Kshs. 300,000.00 1 marks each</p>	10
5	Names and Qualification of at least two each of key management and technical staff (Provide curriculum vitae)	<p>Two Management and two technical staff-2 Marks each</p> <p>1 Management and 1 technical -1 Marks each</p>	10
<b>TOTAL SCORE</b>			<b>45</b>

The minimum pass mark to qualify for award shall be 50 %. Applicants who will not meet this minimum pass mark shall be disqualified. (45=100). Post - qualification shall be undertaken to the awarded firm.

FINANCIAL EVALUATION	
F.C 1	<b>FINANCIAL EVALUATION CRITERIA</b> Financial Evaluation will be based on the <b>lowest evaluated tenderer</b>
F.C 2	<b>NO CORRECTION OF ERRORS</b> Pursuant to Section 82 of Public Procurement and Asset Disposal Act, 2015. 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 of amendment in any way by the person or entity.

Signature \_\_\_\_\_ of  
Tenders\_\_\_\_\_

**Note:** Incase of discrepancy between unit prices and total, the unit price shall prevail.

## FINANCIAL PROPOSAL

NO	ITEM DESCRIPTION	MONTHLY COST	ANNUAL COST
1	Supply and Delivery of Fresh Flowers Number of Supplied per Week -27		
2	Supply and Delivery of Potted Plants <ul style="list-style-type: none"><li>• Replacement of Plants</li><li>• Replacement of Pots</li><li>• Maintenance of Potted Plants</li></ul>		
3	Maintenance of Gardens and Land scaping <ul style="list-style-type: none"><li>• Outside Main Gate</li><li>• Around NHIF Building</li><li>• Car Park Complex</li></ul>		

Note: For clarity purposes, you are allowed to provide your own format of

Financial Proposal



## **STANDARD FORMS**

### **Notes on the sample Form**

1. Form of TENDER - The form must be completed by the tender and submitted with the tender Documents. It must be duly signed by the duly authorized representative of the tenderer
- 2 Confidential Business Questionnaire Form - Form must be completed by the tenderer and submitted with the tender documents.
3. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract form shall be completed after contract award and should incorporate the accepted contract price.

## FORM OF TENDER

Date\_\_\_\_\_

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

To.....

.....

[Name and address of Fund]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[Insert numbers,*  
the of which is hereby duly acknowledged, we, the undersigned, offer to provide.  
*[description of services]*  
in conformity with the said tender documents for the sum of. *[total tender amount in words and figures]*  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to -----percent of the Contract Price for the due performance of the Contract, in the form of prescribed by .....(Fund)
4. We agree to abide by this Tender for a period of 120 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.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or or nay tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* *[In the capacity of]*

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

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

### PART 1

Business Name .....  
Location of business premises .....  
Plot No. .... Road/Street .....  
Postal Address ..... Tel. No. ....  
E-mail Address. .... Fax No ..... PIN No. ....  
NHIF Registration Code No. .... No. of Staff Registered .....  
Registration Certificate No. .... (Please attach a copy).  
Current Trade License No. .... VAT No. ....  
Nature of business .....  
Volume (maximum value) of business which you can handle at any one time.....  
Name of your bankers: .....  
Branch ..... (Please attach a letter from your  
banker to the effect). Account No:.....  
**Payments will be done through Electronic Funds Transfer (EFT)**  
Do you have subsidiary companies? If yes,  
Name .....  
Percentage shares: .....  
Give names of four referees, reputable organizations you have been dealing with:  
1. .... 2. ....  
3. .... 4. ....

### PART II A: Sole Proprietor

Full Name .....  
Nationality .....  
Country of Origin .....

### PART II B: Partnership

Give details of partners as follows:

<u>NO.</u>	<u>NAME</u>	<u>NATIONALITY</u>	<u>SHARES</u>
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....

### PART II C: Registered Company

#### Public or Private:

State the Authorized and paid up share capital of the company:

Authorized Ksh .....  
Issued and fully paid Ksh .....

## DETAILS OF DIRECTORS

<u>NO.</u>	<u>NAME</u>	<u>NATIONALITY</u>	<u>AGE</u>	<u>GENDER</u>	<u>SHARES</u>
1.	.....	.....	.....	.....	.....
2.	.....	.....	.....	.....	.....
3	.....	.....	.....	.....	.....
4.	.....	.....	.....	.....	.....

2D. The following documents **MUST** be attached when returning this form.

- i) Copy of Certificates of Incorporation or Registration Certificate
- ii) Copies of the latest Audited Accounts (Not applicable to special group)
- iii) Details of change of Directors/Partners
- iv) Attach CR 12 where applicable
- v) Tax Compliance Certificate

Name ..... Date ..... Signature .....

Rubber Stamp..... Date .....

**Tick (✓) Where appropriate**

WOMEN	
YOUTH	
PWD	
MAINSTREAM	

### **NOTE:**

- 1. The Fund shall disqualify a candidate who submits a document containing false information for purposes of qualification; such a candidate shall be blacklisted from the Fund's list of suppliers.
- 2. The Fund may disqualify a candidate if it finds at any time that the information submitted concerning the qualifications of the candidate was materially inaccurate or materially incomplete.
- 3. All incomplete questionnaires shall be disqualified.
- 4. All spaces must be filled.

## TENDER SECURITY FORM

Whereas ..... [name of the tenderer]  
(hereinafter called "the tenderer") has submitted its tender dated  
..... [date of submission of tender] for the supply, installation and  
commissioning of ..... [name and/or description of the equipment]  
(hereinafter called "the Tender") ..... KNOW ALL PEOPLE  
by these presents that WE ..... of ..... having our  
registered office at ..... (hereinafter called "the Bank"), are bound unto  
..... [name of Procuring entity] (hereinafter called "the Procuring  
entity") in the sum of ..... 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 tenderer on the Tender Form; or
2. If the tenderer, 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 tenderers;

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

This 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 date.

[signature of the bank] \_\_\_\_\_  
(Amend accordingly if provided by Insurance Company)

## CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_day of \_\_\_\_20\_\_\_\_between.....NHIF of .....[country of Fund](hereinafter called “the Fund”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the Fund invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by\_\_\_\_\_the \_\_\_\_\_(for the Fund)

Signed, sealed, delivered by\_\_\_\_\_the \_\_\_\_\_(for the tenderer)

in the presence of\_\_\_\_\_.

## PERFORMANCE SECURITY FORM

To .....  
[*name of Procuring entity*]

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

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

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

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

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

Signed and seal of the Guarantors

\_\_\_\_\_  
[*name of bank or financial institution*]

\_\_\_\_\_  
[*address*]

\_\_\_\_\_  
[*date*]

## BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To .....  
[name of Procuring entity]

[name of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ..... [name and address of tenderer] (hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ..... [amount of guarantee in figures and words].

We, the ..... [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ..... [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ..... [date].

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]



## MANUFACTURER'S AUTHORIZATION FORM

To [name of the Procuring entity] .....

WHEREAS .....[ name of the manufacturer] who are established and reputable manufacturers of ..... [name and/or description of the goods] having factories at ..... [address of factory] do hereby authorize ..... [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... [reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

---

[signature for and on behalf of manufacturer]

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

### **Tender-Securing Declaration (Mandatory)**

Date: *[insert **date** (as day, month and year)]*

Tender No.: *[insert **number of Tendering process**]*

Alternative No.: *[insert **identification No if this is a Tender for an alternative**]*

To: *[insert **complete name of Procuring Entity**]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time of *[insert **number of months or years**]* starting on *[insert **date**]*, if we are in breach of our obligation(s) under the Tender conditions, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity,
  - (i). Fail or refuse to execute the Contract, if required, or
  - (ii). Fail or refuse to furnish the Performance Security, in accordance with the ITT. We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;
    - 1) Our receipt of your notification to us of the name of the successful Tenderer; or
    - 2) Thirty days after the expiration of our Tender.

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert **date of signing**]* Corporate Seal (where appropriate)

## LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

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

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

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

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

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

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

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

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

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

SIGNED FOR ACCOUNTING OFFICER