

NYERI WATER AND SANITATION COMPANY LIMITED



**PROVISION OF MEDICAL INSURANCE COVER FOR BOARD
OF DIRECTORS & STAFF**

**TENDER REF NO: NWSC/02/2021/2023
(Two Years)**

Managing Director,
Nyeri Water and Sanitation Company Ltd
P.O. Box 1520-10100
Tel.: 061-2034617, mobile:0722461359, 0734732481
Fax: 061-2032734
Nyeri
Email: info@nyewasco.co.ke
Website: www.nyewasco.co.ke

TABLE OF CONTENTS

Contents

2.1 Eligible Tenderers	4
2.3 Cost of Tendering	5
2.4 Contents of the Tender Document	6
2.5 Clarification of Documents	6
2.6 Amendment of Documents	7
2.7 Language of Tender	7
2.8 Documents Comprising of Tender	7
2.9 Tender Forms	8
2.10 Tender Prices	8
2.11 Tender Currencies	8
2.13 Goods Eligibility and Conformity to Tender Documents	9
2.14 Tender Security	9
2.15 Validity of Tenders	10
2.16 Deadline for Submission of Tenders	11
2.17 Modification and Withdrawal of Tenders	11
2.18 Opening of Tenders	12
2.19 Clarification of Tenders	12
2.20 Preliminary Examination	12
2.21 Conversion to Single Currency	13
2.22 Evaluation and Comparison of Tenders	13
2.23 Preference	13
2.24 Contacting the Procuring entity	14
2.25 Award of Contract	14
2.26 Notification of Award	15
2.27 Signing of Contract	15
2.28 Performance Security	15
2.29 Corrupt or Fraudulent Practices	16

SECTION ONE:

INVITATION TO TENDER

TENDER NAME: PROVISION OF MEDICAL INSURANCE COVER FOR BOARD OF DIRECTORS AND STAFF

- 1.1 The Nyeri Water and Sanitation Company Limited (NYEWASCO) invites sealed bids from registered bidders for the provision of the medical insurance cover for board of directors & staff
- 1.2 Registered bidders may obtain tender documents at the Procurement office in our main office located off Kenyatta Road Nyeri Town, P. O. Box 1520-10100 NYERI during normal working hours.
- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box located at the cash office reception situated off Kenyatta Road Behind Nyeri county fire offices Town, P. O. Box 1520-10100 NYERI or be addressed to

The Managing Director

Nyeri Water and Sanitation Co. Ltd.

P. O. Box 1520-10100

Nyeri

So as to be received on or before Monday **28th April 2021 at 11.00 a.m.**

- 1.4 Prices quoted in financial bid should be inclusive of all necessary taxes and delivery must be in Kenya Shillings and shall remain valid for a period of **90 days** from the closing date of the tender.
- 1.5 Tenders will be opened on the closing date at 11.00 A.M in the presence of the bidders or their representatives who choose to attend tender opening at our main office situated along off Kenyatta Road Behind Nyeri county fire offices

SECTION TWO

INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the provision of the service by the intended completion date specified in the Terms of Reference.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the 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 Procuring entity 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 Evaluation criteria

Evaluation criteria will be based on financial bid and fulfilment of the following conditions

2.2.1 STAGE 1: TECHNICAL EVALUATION

Pass Mark: 70%

	Description	
1	Pre-existing chronic conditions at the time of joining.	
2	Accidents cover limits.	
3	Bed limits (Net of BHIF rebate).	
4	Accidents and illness Hospitalizations.	
5	Home Nursing and Hospice.	
6	Maternity cases – caesarean, normal (Pre and post-natal cover).	
7	Gynecological treatment, including surgery.	
8	Age bracket.	
9	Physiotherapy.	
10	Drugs, dressing etc.	
11	Radiotherapy.	
12	Internal prosthesis.	
13	External appliances.	

14	Local evacuation.	
15	Cancer treatment (oncologist, chemotherapy, radiotherapy etc).	
16	Neurology.	
17	Surgical operations.	
18	Psychiatric.	
19	Congenital defects and generic disorders.	
20	Treatment by Neurosurgeons.	
21	Inpatient Non-accidental related eye treatment.	
22	Inpatient Non-accidental related Dental Surgery/treatment.	
23	Organ transplant.	
24	HIV/AIDS and related conditions.	
25	Waiting periods.	
26	Exclusions – List them.	
27	General conditions.	
28	Optical claims	
29	Dental claims	

2.2.2 STAGE 2: FINANCIAL EVALUATION

Pass Mark :30%

No	Item	Firm Score	Total Score
1	Financial bid – Total inclusive of VAT		30
<u>Summary Score</u>			
1	Technical		70
2	Financial		30
3	Total		100

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 procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 No fee shall be charged to obtain this tender document. Please attach a copy of payment receipt for the previous tender.

2.4 Contents of the Tender Document

The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Scope of cover
- (vi) Schedule of requirements
- (vii) Tender Form and Price Schedules
- (viii) Contract Form (Issued if awarded the tender)
- (ix) Bank Guarantee for Advance Payment Form
- (x) Confidential Business Questionnaire

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

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

2.6 Amendment of Documents

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

2.7 Language of Tender

- 2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, 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 passages 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
 - (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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.

2.10 Tender Prices

- 2.10.1 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.
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the procuring entity.
- 2.10.3 Prices quoted by the tender 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.
- 2.10.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

2.11 Tender Currencies

Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 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.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity'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.
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's 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;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 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.
- 2.13.2 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 characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and
- 2.13.3 Workmanship, material, and equipment, as well as references to brand names.

2.14 Tender Security

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

- 2.14.1 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

- 2.14.3 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 Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.4 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22
- 2.14.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.6 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
- 2.14.7 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 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 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.
-

2.15.3 Persons signing the tender.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified not later than Monday 27th February 2017 at 12.00p.m.

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

2.17 Modification and Withdrawal of Tenders

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

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched. A withdrawal notice may also be sent by email (info@nyewasco.co.ke) 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 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 2.14.7

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

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

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on 27th February 2017 at 12.00p.m and in the location specified in the Invitation to tender at the Company Conference Hall.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.3 The Procuring entity will prepare minutes of the tender opening.

2.19 Clarification of Tenders

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

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

2.20 Preliminary Examination

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

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the

candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.

- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.21 Conversion to Single Currency

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

2.22 Evaluation and Comparison of Tenders

- 2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.22.3 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.

2.23 Preference

- 2.23.1 Preference where allowed in the evaluation of tenders shall not exceed 15%.

2.24 Contacting the Procuring entity

2.24.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

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

2.25 Award of Contract

(a) Post-qualification

2.25.1 In the absence of pre-qualification, the Procuring entity 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.

2.25.2 The determination will take into account the tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

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

(b) Award Criteria

2.25.4 The Procuring entity 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 tenderer is determined to be qualified to perform the contract satisfactorily.

(c) **Procuring entity's Right to Vary quantities**

2.25.5 The Procuring entity 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) **Procuring Entity's Right to Accept or Reject Any or All Tenders**

2.25.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action.

2.26 Notification of Award

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

2.26.2 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.

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

2.27 Signing of Contract

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

2.27.2 The parties to the contract shall have it signed within 14 days from the date of notification of contract award unless there is an administrative review request.

2.27.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.28 Performance Security

- 2.28.1 Within Fourteen (14) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.28.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.29 Corrupt or Fraudulent Practices

- 2.29.1 The Procuring entity 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 practice” means the offering, giving, receiving, or soliciting of 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 Procuring entity, 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 Procuring entity of the benefits of free and open competition;
- 2.29.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.29.3 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 TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.3	Ignore
2.4.1 (x)	Ignore
2.4.1 (xi)	Added advantage
2.14.1(xi)	Ignore
(xii)	Added advantage
2.12.3(a)	Added advantage
2.13.2	Not mandatory
2.13.3 (b)	Ignore
2.15.1	60 days
2.29.1	Ignore
2.27.3	Delete..... thirty (30)..... and insertfourteen(14).....
1.3	Ignore
2.15.2	Applies only up to end of 2 nd sentence
2.23	Do not apply ignore

3.1	Definitions.....	19
3.2	Application.....	19
3.3	Country of Origin.....	19
3.4	Standards.....	19
3.5	Use of Contract Documents and Information.....	19
3.6	Patent Rights.....	20
3.7	Performance Security.....	20
3.8	Inspection and Tests.....	21
3.9	Packing.....	21
3.10	Delivery and Documents.....	22
3.11	Insurance.....	22
3.12	Payment.....	22
3.13	Prices.....	22
3.14.	Assignment.....	22
3.15	Subcontracts.....	23
3.16	Termination for default.....	23
3.17	Liquidated Damages.....	23
3.18	Resolution of Disputes.....	24
3.19	Language and Law.....	24
3.20	Force Majeure.....	24
5.0	Human Resource in General.....	Error! Bookmark not defined.
5.1	In Patient.....	29
5.2	Out Patient Cover.....	31
5.3	Out Patient Medical Scheme Rules.....	31
5.4	Enrollment.....	32
5.5	Schedule I.....	34
5.7	Schedule II.....	34
5.8	Breakdown Of Membership For All Cadres.....	35
6.1.1	Standard Forms.....	3

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 Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” 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 Procuring entity for the procurement installation and commissioning of equipment

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 tenderer

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

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

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

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

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

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's

performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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 Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

- 3.9.1 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.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

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

3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 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.

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

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

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

3.14. Assignment

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

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity 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 tenderer from any liability or obligation under the Contract

3.16 Termination for default

3.16.1 The Procuring entity 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 deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity 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 up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract

3.18.2 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.

3.19 Language and Law

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

3.20 Force Majeure

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

ORIGINAL TENDER

SECTION FOUR

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

4.2. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1 to 3.7.4	Ignore
3.8.3	Delete 'equipment' and insert 'goods'
3.8.4	Delete 'equipment' and insert 'goods'
3.12.1	The payment will be made within 30 days of receipt of the goods or the invoice whichever is the latter
3.13.2	Ignore
3.16.2	Delete 'equipment' and insert 'goods'
3.17.1	The liquidated damages will be charged at 0.5% per day
3.13.3	Ignore
3.13.4	Ignore

SECTION FIVE

Nyeri Water and Sanitation Company

The Nyeri Water & Sanitation Company Limited (NYEWASCO) was incorporated on 23rd September 1997 under the Kenyan Companies Act, Cap 486 and became operational in July 1998. The company's broad mandate is to provide water and sanitation services to the residents of the Nyeri Sub-County and its environs. NYEWASCO operated as an agent of the Nyeri Municipal Council until 4th October 2005, when the company signed a service provision agreement (SPA) with Tana Water Services Board as provided for by the Water Act 2002.

Mandate

NYEWASCOs specific Mandate is stated as:

- Carry on the business of water and sanitation within the area of jurisdiction of Nyeri town Sub County.
- Exercise overall control over the source and supply of water in the service area
- Provide and distribute a constant supply of water for commercial, industrial and domestic purposes.
- To be responsible for the provision, control, and maintenance of sanitation system both for domestic and industrial purposes.
- To construct weirs and support any other water conservation and reticulation works for the provision of water for domestic and industrial purposes.
- To acquire for its own use and distribution by sale to the public water pumps, pipes, and any other equipment and chemicals that might be deemed necessary for and connected to the carrying out of the said business of the company.
- To be responsible for the treatment and disposal of the sanitation within the service area
- To obtain water for the purposes of distribution and supply from all appropriate sources.
- To undertake laboratory analysis to ensure that acceptable water and effluent quality standards are maintained.
- To levy to the consumer charges in respect of the services which the company provides.

The company's performance parameters are set out and integrated in government policy which includes the National Water Service Strategy, Millennium Development Goals and Targets, license issued by WASREB as well as the performance contracts signed between Tana Water Services Board and itself. Six objectives are contained in the performance contract. These are:

- (i) to strengthen the institution and build capacity of NYEWASCO;
- (ii) to provide water and sanitation services in an efficient, effective affordable and sustainable manner;

- (iii) to increase access and availability of water and sanitation services within the Board's area of jurisdiction;
- (iv) to enhance financial sustainability of NYEWASCO;
- (v) to strengthen NYEWASCO's communication with stakeholders;
- (vi) to mainstream good corporate governance, gender, and HIV/AIDS awareness campaign in all NYEWASCO's core activities.

Vision

“A World Class Water and Sanitation Services Provider”

Mission

“To provide quality water, sanitation and allied services at commercially and environmentally sustainable levels through application of outstanding processes and technology to the delight of our customers and other stakeholders”

ORIGINAL TENDER

OPEN TENDERS**TECHNICAL REQUIREMENTS AND EVALUATION CRITERIA – Medical Insurance**

(A)	MANDATORY REQUIREMENTS	Compliance
1.	Must be registered with Insurance Regulatory Authority for the current year and copy of the license to be availed.	Yes/No
2.	Must provide a list of any five reputable clients and total clients premiums for the previous year.	Yes/No
3.	Should have handled Insurance Services for the last three years	Yes/No
4.	Should indicate at least three Technical/Management staff currently hired by the respective organization.	Yes/No
5.	Must provide copies of the following:	
	(a) PIN Certificate	Yes/No
	(b) Tax Compliance Certificate	Yes/No
	(c) Certificate of Registration/Incorporation	Yes/No
6.	Physical location of business premises – Dully Filled Business Questionnaire	Yes/No
7.	Certified Audited Financial statements for the previous 2 years	Yes/No
8.	Company/Business profile: Disclosure of directors/partners/sole proprietor	Yes/No
9.	Must have done annual gross premiums in the last 5 years of Kshs. 500 Million	Yes/No
10.	Must have paid up capital of at least Kshs. 450 Million.	Yes/No
11.	Must be a member of the Association of Kenya Insurance (AKI)	Yes/No
12.	Must serialize / paginate the WHOLE tender document	Yes/No
<i>For a bidder to proceed to the next stage one MUST meet all the preliminary requirements</i>		

(B)	TECHNICAL REQUIREMENTS	
B1	Proven Experience of the firm in projects of Similar magnitude	
	Proof of projects handled of similar nature and size with at least three (3) firms; please attach copy of award letters, completion certificate or contract. Please indicate the amount of each project, time undertaken, completion status, clients' contacts and any other information deemed necessary. Information required should include a list of relevant projects undertaken and for each project provide: description and relevance to the tendered project; role of the tenderer; project cost; and duration of project	25

B2	Past Performance with NYEWASCO or other public organizations. (Attach copies of the letters of recommendation with full details of contact person(s))	10
B3	Human Resource: Staff qualifications and experience	
	Give company structure indicating clearly the rank and qualifications of the key personnel to be handling the assignment. <i>Please attach all the certificates of each personnel.</i> (Identifying own and subcontracted staff, detailing their experience and qualifications). The competence of key management, professional and technical personnel that the tenderer proposes to employ on the project needs to be assessed with particular emphasis on the skills and experience in technical areas comparable to the project. The information required should include the following details of the proposed project team: <ul style="list-style-type: none"> i. Names; ii. Function; iii. Technical expertise; and iv. CV's to be provided. 	33
B4	Financial Stability	
	1. Evidence of profit making in the attached 3 years audited reports – (4 points per year) 2. Liquid assets and access to credit facilities and other financial resources (4 points per year) 3. Value of Business the Firm has handled at once (Attach evidence): <ul style="list-style-type: none"> Less than; Kshs.5,000,000.00 -1 Kshs.5,000,001.00 - 9,000,000.00 -3 Kshs.9,000,001.00 to 15,000,000 -6 Kshs.15,000,001.00 and above -8 	32
	Grand Total	100

To Note

For a tenderer to qualify for the recommendation of the award, they must meet a minimum score of 70%.

Validity of documents attached is subject to confirmation by the evaluation committee

SCOPE OF MEDICAL COVER

5.1 IN PATIENT

5.1.1 Premium cover – The cover will be based on payment of premium for the specified insured benefit as per the options in *Schedule* (annual limits per family).

5.1.2 Give premium cover that includes the following:

- Pre-existing and Chronic Ailment i.e. Diabetes, Hypertension, Asthma, Heart Disease, Renal Failure, Osteoarthritis, Liver Disease, Eczema, Cancers and HIV/Aids. (Enhanced cover)
- Accident Cover

5.1.3 Other details of the cover are:

- Ward limits as specified in *Schedule I*
- Accident and illness Hospitalization
- Home nursing and hospice
- Maternity –C-section and normal delivery (includes Pre natal and Post natal care)
- Gynecological Treatment
- Give the age bracket for members to be covered
- Physiotherapy
- Drugs and Dressings (includes chronic and acute medication) Radiology and Pathology (includes CT scans, MRI scans and Bone Densitometry Scans).
- Internal prosthesis
- External appliances such as wheelchairs, crutches, beguiler, glucometer etc.
- Local Evacuation
- Cancer treatment including Chemotherapy and Radiotherapy
- Neurology
- Surgical Operations and procedures
- Psychiatric treatment
- Treatment by neurosurgeons and radiotherapists

5.1.4 Cover for HIV/AIDS inclusive with or without sub limits

5.1.5 Provide Service Performance levels for both outpatients and inpatient schemes stating

- (I) Time frame for settlement of approved claims to providers
- (ii) Time frame for registration of newborn babies and new members
- (iii) Time frame for informing members/Board of inpatient cases with excluded conditions.

5.1.5 Confirm that Cover for members in areas outside the Scheme administrator network will be at the nearest hospital provided the scheme manager is informed within the stipulated time set by the administrator accordingly.

5.1.6 Provide list of all excluded conditions.

5.2 OUT PATIENT COVER

5.2.1 SCOPE OF COVER

At the inception of the scheme the employer will advise on any further rules of the cover.

5.2.2 However, the outpatient scheme will cover the following ailments:-

- Consultation
- Prescribed laboratory tests, x-rays and other diagnostic procedures
- Prescribed drugs, dressing and other diagnostic procedures
- Management of HIV/AIDS

5.2.3 Provide Premium based outpatient cover rates with limits per person.

5.2.4 Confirm that you will adapt the Outpatient rules appended here below

5.2.5 Confirm that for Pediatric and Gynecological cases, members will be at Liberty to visit the approved doctors directly without referral from general Practitioners.

5.2.6 Confirm that, for members with families residing in areas outside the network, treatment will be at the nearest *hospital*.

5.3 OUT PATIENT MEDICAL SCHEME RULES

5.3.1 Definition

“Employee” means a person employed by the founder who is employed and confirmed on permanent or temporary terms of service.

“Dependant” means one legal wife/husband of an employee (but not including those legally separated) or the person living with an employee in a recognized husband and wife relationship, who is registered as such in the company records. Evidence to this effect may be required.

“Age limit of children” means between from birth to 18 years. Children up to 24 years must be full time students at any accredited school, college or university. Evidence to this effect to be provided.

“The number of dependants per employee is one spouse and children from birth and 18 years and Children up to 24 years who must be full time students at any accredited college or university.

“Scheme Administrator” means the person or company appointed under an instrument by the founder to manage the administrative affairs of the scheme.

“**Founder**” means Nyeri water and sanitation company limited

“Member” means any person, who is a member of the medical scheme pursuant to the rules,

“Rules” means the rules governing NYEWASCO Medical cover and any other amendments that may be made from time to time.

“Benefit limits” means the annual limits and sub limits as spelt out in the medical circular.

5.4 Enrollment

5.4.1 To become a member, an employee has to complete an application form, after which identified document is issued by the Scheme administrator. These documents are recognized throughout the scheme administrator network of providers.

5.4.2 The scheme administrator will further issue all members with a Health pass book. This will contain the photographs and member details and will be used during all visits to hospital by the members or dependants. This will serve as a member reference point on **in & out patient** benefit utilization.

5.4.3 General procedures of receiving treatment

5.4.4 When an employee falls sick he/she must obtain a sick sheet from his/her supervisor (except when on leave or rest days) which the employee will present to the doctor (on identification with Scheme administrator card). The doctor will complete the sick sheet appropriately, and return to employee. This will enable the supervisor to know whether the employee is fit to follow his/her occupation.

5.4.5 When a dependent falls sick he /she will be required to visit the appointed provider directly on identifying with Scheme administrator card.

5.4.6 Chronic conditions and medication are covered in this scheme. However, all members/dependents with chronic conditions will be required to register themselves on the chronic Medication. The treatment of chronic conditions is treated as an ongoing therapy. The doctor will therefore make a running prescription for medicine once to be used throughout for 12 months, as such members will walk straight to the appointed chemists to

collect their prescribed medicine once every month, without necessarily having to go through the Doctor.

5.4.7 For pediatrics and gynecological cases, members will be at liberty to visit the approved doctors directly without referral from general practitioners. The MD and Senior Management will further be at liberty to visit any of the providers directly.

5.4.8 Brokers must declare their principal underwriter, and in case of tie in the financial bid, the principal underwriter will be awarded

5.5 SCHEDULE I

5.5.1 Price Schedule I: Annual Limits Per Family for Inpatient (Severally & Jointly) and Per Person for the Outpatient Cover

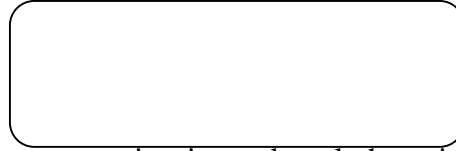
1. DETAILS OF INSURANCE COVERS

No.	Particulars of Insurance	Value to be insured in Kshs
1.	Category A) Directors) (4.No.) Inpatient Outpatient	Per director 1,000,000.00 per director 100,000.00 per director
2.	Category B (7 No.) Inpatient Outpatient	Per staff 1,000,000.00 per family 400,000.00 per Family
3.	Category C (19 No.) Inpatient Outpatient	Per staff 1,000,000.00 per family 150,000.00 per Family
3.	Category D (37 No.) Inpatient Outpatient	Per staff 750,000.00 per family 150,000.00 per Family
4.	Category E (39 No.) Inpatient Outpatient	Per staff 500,000.00 per family 150,000.00 per Family
5.	Extensions for all Maternity – (Category B to E)	100,000.00 per family
	Maternity – Category F (Female Employees only)	50,000 per Employee
6.	Dental – Category B to E	50,000.00 per family
	Dental - Category F	25,000 Per Employee
7.	Optical - Category B to E	50,000.00 per family
	Optical - Category F	25,000 Per Employee

NB: The Company will decline to give an offer to bidders who introduce co-pay to the outpatient cover.

Signature of tenderer _____ Date ...day of2021

Official Rubber stamp



Note: In case of discrepancy between unit price and total, the unit price shall prevail.

5.5 SCHEDULE II

5.6.1 Categorization of Membership

	Category	Principle Member	Spouse	Children	Total Family Pop.
1	Category A	4	-	-	4
2	Category B	7	6	12	25
3	Category C	19	17	34	70
4	Category D	37	30	76	143
5	Category E	39	26	78	143
6	Category F	118	-	-	118

Nb: in case of an additional member to the scheme, the company will pay extra premium to cater for the addition.

5.7 SCHEDULE III.

5.7.1 Analysis of Membership

FAMILY SIZE	NO. OF FAMILIES	TOTAL POPULATION
1	130	130
2	15	30
3	23	69
4	22	88
5	22	110
6	10	60

7	1	7
8	0	0
9	1	9
TOTAL		503

5.8 Breakdown of Membership for All Cadres

M	130
M+1	15
M+2	23
M+3	22
M+4	22
M+5	10
M+6	1
M+7	0
M+8	1

Category A

M =4

Category B

M =0

M+1 =3

M+2 =0

M+3 =1

M+4 =3

Category C

M =1

M+1 =3

M+2 =5

M+3 =4

M+4 =4

M+5 =2

Category D

M =1

M+1 =4

M+2 =11

M+3 =8

M+4 =8

M+5 =3

M+6 =1

Category E

M =6

M+1 =5

M+2 =7

M+3 =8

M+4 =7

M+5 =5

M+6 =0

M+7 =0

M+8 =1

Category F

M=118

ORIGINAL TENDER

6.1 SECTION SEVEN

6.1.1 Standard Forms

Notes on the sample Forms

Form of TENDER

The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

Confidential Business Questionnaire Form

This form must be completed by the tenderer and submitted with the tender documents.

ORIGINAL TENDER

FORM OF TENDER

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver: (..... *(insert Tender Number)* 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 deliver materials in accordance with the indicated prices during the fiscal years 2021/2022 & 2022/2023.

3. We agree to abide by this Tender for a period of ninety (90) *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied 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 E mail

Nature of Business

Registration Certificate No.....

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

Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality.....Country of origin

Citizenship details

Part 2 (b) Partnership

Give details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.

Part 2 (c) – Registered Company

Private or Public

.....

State the nominal and issued capital of company-

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship Details	Shares
------	-------------	---------------------	--------

1.....			
--------	--	--	--

2.....			
--------	--	--	--

3.....			
--------	--	--	--

4.....			
--------	--	--	--

5.....			
--------	--	--	--

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

ORIGINAL TENDER