

SOUTH EASTERN KENYA UNIVERSITY



PROVISION OF STAFF MEDICAL INSURANCE COVER FOR PERIOD 2020/2021 FINANCIAL YEAR

TENDER NO: SEKU/PROC/036/2019/2020

CLOSING DATE: 24TH MARCH 2020

10:00 AM

**South Eastern Kenya University is ISO 9001:2015 Certified
Tender for Staff Medical Insurance Cover
Closing date: 24th March 2020**

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INTRODUCTION

- 1.1 This standard tender document for procurement of insurance services has been prepared for use by public entities in Kenya in the procurement of all types of insurance covers as per the Public Procurement and Disposal Act 2015.
- 1.2 The following general directions should be observed when using the document;
 - (a) Specific details should be furnished in the invitation to tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
 - (b) The instructions to tenderers and the General conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and appendix to instructions to tenderers respectively.
- 1.3
 - (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.
 - (c) The invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following an invitation for expression of interest for which the invitation is issued.
- 1.4 The cover of the tender document should be modified to include:
 - I. Tender number.
 - II. Tender name.
 - III. Name of procuring entity.
 - IV. Delete name and address of PPOA.

SECTION I - INVITATION FOR TENDERS

TENDER REF. NO. SEKU/PROC/036/2019/2020

TENDER NAME; PROVISION OF STAFF MEDICAL INSURANCE COVER FOR PERIOD
2020/2021

The SOUTH EASTERN KENYA UNIVERSITY invites sealed tenders from eligible candidates for Provision of Medical insurance cover.

Interested eligible candidates may obtain further information from and inspect the tender documents in the Procurement Office at SOUTH EASTERN KENYA UNIVERSTY Kitui Main Campus during normal office working hours.

A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Ksh.1000.00 in cash or bankers cheque payable to SOUTH EASTERN KENYA UNIVERSITY and paid in SEKU Finance Office or be downloaded free of charge from www.se.ac.ke or www.tenders.go.ke.

Prices quoted should be net inclusive of all taxes, and service costs, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes, marked **Tender No SEKU/PROC/036/2019/2020** and be deposited in the Tender Box at the Tuition and Office Block I or be addressed to;

The Vice Chancellor,
South Eastern Kenya University,
P.O Box 170-90200
Kitui.

Email: vc@seku.ac.ke , info@seku.ac.ke , procurement@seku.ac.ke or Cell no. 0736116989

So as to be received on or before **24th March 2020 at 10.00 am.**

Tenders will be opened publicly in the Tuition and Office Block I Main Board Room immediately after the above stated closing date and time in the presence of the candidates or their representatives who choose to attend. Late bids will be returned unopened.

SIGNED FOR: VICE CHANCELLOR

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements

- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

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

2.4 Clarification of Tender Documents

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

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

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

2.5 Amendment of Tender Documents

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

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

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

2.6 Language of Tenders

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

2.7. Documents Comprising the Tender

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12
- (d) Declaration Form.

2.8. Form of Tender

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

2.9. Tender Prices

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

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

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

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 it's tender is accepted.

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

2.12. Tender Security

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

2.12.2 The tender security shall not exceed 2 per cent of the tender price.

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

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

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

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

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

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

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

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

2.14. Format and Signing of Tenders

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

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender.
- 2.15.3 bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE 24th **March 2020 at 10:00 am.**
- 2.15.4 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.15.5 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16. Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than 24th **March 2020 at 10:00 am** The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with

paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17. Modification and Withdrawal of Tenders

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

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

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

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

2.18. Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **24th March 2020** at **10.00 am** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

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

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

2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the

response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

2.20 Preliminary Examination and Responsiveness

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

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

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

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

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

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

(a) operational plan proposed in the tender;

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

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

(a) Operational Plan

(i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements.

(ii) Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

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

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

Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule.

The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

2.23. Contacting the Procuring entity

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

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

2.24 Post-qualification

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

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

2.25 Award Criteria

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

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

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

2.26. Procuring entity's Right to accept or Reject any or all Tenders

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that non of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

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

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

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

- 2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated.
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

Appendix to instructions to Tenderers

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

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers.</i>
2.1	<i>Eligible Tenderers are Approved Medical Insurance Providers.</i>
2.12.1	<i>Tenderers should provide tender security of 2% of Tender sum valid for 120 days.</i>
2.15.2 (b)	<i>Closing date for the Tender will be 24th March 2020 at 10.00am.</i>
2.16.1	<i>Deadline for submission of Tenders will 24th March 2020 at 10.00am.</i>
2.18.1	<i>Tenders will be opened on 24th March 2020 at 10.00am.</i>

Tenderers should provide the following certified documentary evidence;

- i) Proof of registration with the relevant regulatory bodies

- ii) Proof of eligibility to tender.
- iii) Proof of Provision of similar services to at least 3 Organizations of similar magnitude.
- iv) Proof of sound financial standing.
- v) Provide Registration details
- vi) Tax Compliance certificate.
- vii) Provide tender security of 2% of tender sum valid for 90 days
- viii) Provide a list of service providers in the medical cover.

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

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

- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

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

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

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

3.5. Patent Rights

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

3.6 Performance Security

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

- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

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

3.8. Payment

- 3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.8.2. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

3.9. Prices

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10. Assignment

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

3.11. Termination for Default

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

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

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

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

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

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

3.14 Resolution of Disputes

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

- 3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	The Insurance Company shall submit Performance Bond Worth 10% of the Contract Price prior to execution of the contract.
3.7 Delivery of Services	The Insurance company shall upon signing the contract provide the University with the policy documents in respect of the Medical Covers within thirty (30) days.
3.8 Settlement of Claims	The Insurance company shall settle claims as soon as reasonable to ensure that preferred Hospitals do not turn away the University Staff seeking medical services.
3.8.1 Payment Mode	Payment shall be made as agreed with SEKU.
3.9 Price adjustment	No Variation or amendment of Price quoted by the tenderer shall be made except by written consent by the parties. The Scheme should allow for entry of new staff and exit.
3.16 Applicable law	Laws of Kenya
3.18 Notices	The Vice Chancellor SOUTH EASTERN KENYA UNIVERSITY P.O Box 170-90200 Kitui.

CRITERIA OF EVALUATION

RISKS: MEDICAL INSURANCE COVER – 2019/2020

The process of evaluation and comparison of tenders will be merit point system, and shall be as follows:-

- **Confirmation of compliance with mandatory requirements:** Bidders who fail to comply with any of the mandatory requirements shall be treated as non responsive and rejected at this stage.
- **Technical Evaluation:** Bidders who were responsive under the mandatory evaluation criteria shall be evaluated as per the Technical Evaluation Criteria set out in the table below. Bidders are required to score at least 70% to qualify for further evaluation under the Commercial Evaluation Criteria.
- **Commercial Evaluation:** The quotations received from the responding bidders shall be evaluated and ranked from the lowest to the highest provided that the quotations were obtained from the eligible insurers as specified.

A.	MANDATORY REQUIREMENTS	YES/NO
A1	Submit a certified copy of Certificate of Incorporation/Registration and in existence for at least (10) years	
A2	Certified copy of current Certificate by AKI	
A3	Certified Proof of current Certification/Registration by IRA	
A4	Submit tender security from reputable bank, Insurance approved by PPOA, Letter of credit, cash, guarantee by deposit taking micro finance institutions valid for 120 days from the closing date of the tender (Value 2% of total premium) Payable to South Eastern Kenya University.	
A5	Submit a certified Copy of valid Tax Compliance Certificate from KRA	
A6	Submit a certified Copy of a Current Business License	
A7	Submit certified Audited Accounts for the last two current years (2017, 2018,)	

A8	Satisfactory completion of Business Questionnaire form	
A9	Certified List of at least five (5) current major Government clients.	
A10	Duly completed, signed and stamped form of tender	
A11	Certified List of at least five (5) key management staff and specify task (Attach Organogram)	
A12	Certified declaration that the Insurance firm will not engage in any corrupt or fraudulent practice	
A13	Pagination/Serialization of the tender document	
A14	Letters of recommendation from at least five major government clients	
A15	Must provide Certified evidence of re-insurance arrangement	
A16	Litigation History	
A17	Must attach list of countrywide network of service providers i.e Hospitals, Doctors, Pharmacies, Laboratories to demonstrate geographical service distribution	
A18	Certified self-declaration and confirmation by commissioner for oath that the underwriter has not been debarred as a service provider in Kenya.	
A19	Must have a paid up capital of at least 700M	
A20	Must have medical gross written premium of at least 250M	
A21	Professional Indemnity guarantee of at least 100M	
A22	Certified statement of full disclosure of business without reservations	
B	OPERATIONS PERFORMANCE & HUMAN RESOURCES	POINTS
B1	Certified Audited Accounts for the last two current years 2017, 2018,)	4
B2	<p>a) Technical Proposal</p> <p>(i) Attach a detailed technical proposal on implementation of the scheme- 30 points</p> <p>-Benefits (Additional benefits for in and out patient cover will be evaluated and rated appropriately)- 20 Points each benefit 1 point each (more than 20 benefits will be given a maximum score of 20 Points)</p> <p>-Detailed service level agreement with timelines-10 (Favorable timelines will attract more marks)</p> <p>-List of health providers Hospitals/Doctors/Pharmacies/Laboratories- 5 Points</p> <p>b) Company profile</p>	35
		3

	<p>Give a detailed company profile showing qualification and years of experience of the firm in Medical Insurance - Over 10 years 3 points</p> <p style="text-align: center;">-Below 10 years 1 points</p>	
B3	<p>Corporate Clients</p> <p>Starting with the most current, indicate similar (Medical) assignments with at least 5 firms in the last 3 years. Provide references containing period, volume of business, discharge terms and recommendation. The references from the respective firms must be written within the bid period. (Minimum medical premium handled cumulatively at least 250 million.)</p> <ul style="list-style-type: none"> ▪ With at least 5 referees worth 250m and above5 ▪ With less than 5 referees worth 250m and below.....3 <p>Provide certified reports</p>	5
B4	<p>With regard to this contract, list three (3) professional staff and specify portfolio/task.</p> <p>Provide Certified CVs and Certificate copies. Certification of the CVs is by Employer and the employee.</p> <p>A. <u>Chief Executive/Principal Officer-15 Marks</u></p> <ul style="list-style-type: none"> ▪ Must have a Masters Degree ▪ 10 Years' Experience in Insurance ▪ Must have either Associate of Chartered Institute of Insurance or Fellow of Chartered Institute of Insurance <p>B. <u>Head of Medical Dpt. -10 Marks</u></p> <ul style="list-style-type: none"> ▪ Must have a Masters Degree ▪ Must have 5 Years' Experience in Insurance ▪ Must have either Associate of Chartered Institute of Insurance or Fellow of Chartered Institute of Insurance <p>C. <u>Liaison Officer-5 Marks</u></p> <ul style="list-style-type: none"> ▪ Must have Bachelor of Commerce (Insurance)/BSc. (Actuarial Sc.) ▪ Must have 5 Years' Experience in medical Insurance ▪ Must have relevant professional papers in Insurance 	30
		10

B5	<p>Highest business handled in the last three (3) years in Medical Insurance Cover</p> <ul style="list-style-type: none"> ▪ Over Ksh.100 M5 ▪ Below Ksh.100M2 <p>Provide evidence(Award letter from the reference client)</p>	5
B6	<p>Must Provide Proof of doing business with other Government Institutions</p> <ul style="list-style-type: none"> ▪ Letters of recommendation from at least five major government clients.....5 ▪ Award Letters /Contracts from the same clients.....5 	10
B7	Document Conformity/Pagination, Presented in the required format3	3
B8	<p>FULL DISCLOSURE</p> <p>All bidders are expected to disclose fully all matters of their business without reservations. This MUST include, but not restricted, to all exclusions, riders and enhancements. Undisclosed aspects may jeopardize the contract even when awarded</p>	5
TOTAL		100

NB:

- **With regard to the merit points award;**
 - **Technical competence will consist of B4-B8**
 - **Commercial capability will consist of B1- B3**
 - **Financial evaluation**
- **Bidders must meet all responsiveness requirements to qualify for technical evaluation**
- **All Certifications must be done by commissioner of oath.**
- **Underwriters' who submit two bid documents with different prices will be automatically disqualified.**

To qualify for financial evaluation the bidder must score a minimum of (75% of the total score).

- Scoring criteria for financial aspects will be based on a ranked basis. The bidder quoting the lowest total premiums having attained 75% technical score shall be ranked first and a score awarded relative to the other bidders' price quotations.
- The award criteria shall incorporate all the scored attributes to determine the bidder who emerges with the BEST VALUE FOR MONEY PACKAGE.
- Any information provided by the bidder may be verified by the university and must include all exclusions.

TERMS OF REFERENCE FOR MEDICAL INSURANCE COVER FOR MANAGEMENT AND STAFF OF SOUTH EASTERN KENYA UNIVERSITY: 2020-2021 FY

1.0 Introduction

South Eastern Kenya University (SEKU) is a Public University established under the Public Universities Act (2012).

SEKU intends to contract the services of an experienced Medical Insurance Provider to provide medical services to:

- a) The University Council.
- b) The Management Staff.
- c) Staff of South Eastern Kenya University plus their immediate dependants (spouses and children).

2.0 Objective of the Medical Cover

The primary objective is to provide a comprehensive and enhanced in-patient and out-patient general medical and maternity cover for the Council, Management, SEKU staff and their immediate dependants.

3.0 Scope

The provider is expected to provide efficient and effective medical services for the staff and their immediate dependants.

4.0 Specific services:

The Health Insurance Provider is expected to provide the following medical services;

Description of services required

(A) In-patient medical Cover

The salient features of the in-patient cover to be procured are as follows:-

- i) General inpatient services
- Diagnostic consultation services from medical practitioners registered with the Kenya Medical Practitioners and Dentists Board.
 - Specialist's fees including surgeons, anesthetists, psychiatrists, etc.
 - Hospital board and accommodation fees in general ward bed.
 - Operating theatre fees, High Dependency Unit, Intensive Care Unit charges, Laboratory, X-ray, Ultrasound and Physiotherapy services.

- Electrocardiographs, electroencephalographs, electroconvulsive therapy, occupational therapy, angiographs, angiograms, psychographs and any other medical procedure advised by a qualified and duly licensed medical practitioner.
- Scheduled drugs, dressings and other medical or surgical materials purchased on the recommendation of an approved medical practitioner or an approved pharmacist such as casts, splints, trusses, braces, crutches, or artificial limbs prescribed as a result of accidental bodily injury or disease.
- Caretaker fees for pediatric admissions of age 10 (ten) years and below; caretaker fees should include bed and meals for the caretaker.
- Medical services for all pre-existing conditions and the usual chronic conditions such as cardiac disease, asthma, hypertension, carcinoma, diabetes mellitus, psychiatric conditions, etc.
- Medical services for HIV/AIDS including counselling, treatment, providing anti-retroviral and other related drugs
- Road and air ambulance evacuation within Kenya.

B) Outpatient Medical Services

- Consultation
- Surgery
- Dressing
- Maternity (indicate the extent of cover i.e whether it covers spouse and daughter in school)
- Dental
- Optical
- Physiotherapy
- Laboratory tests
- HIV/AIDS Counselling , testing and provision of anti-retroviral drugs
- Attendance to other opportunistic and terminal illness such as TB, cancer etc
- At least one general medical checkup
- Any other out-patient services not mentioned herein above.

The service provider will be expected to:

- a) Deliver health talk to scheme members.
- b) Liaise with the Human Resources Division to get the details of all employees and their dependants.

5.0 List of service providers

The Bidder must provide a comprehensive list of their nominated service providers including contact numbers i.e. hospitals, clinics, pharmacies, consultants, etc. with a view to addressing the population distribution of the membership. Where such facilities registered by the Health Insurance Provider can not be accessed, the Health Insurance Provider should be able to:

- a) Meet/ reimburse the cost of treatment of employees and their dependants and/or
- b) Liaise with the local medical institutions and private doctors to offer needed service.

Such a scenario may be in cases of emergency and being in a region where the Health Insurance Provider does not have a network.

6.0 Misuse of the Medical Cover

The Health Insurance Provider is expected to report to SEKU immediately in case of any misuse of the medical cover by the beneficiaries.

7.0 Reporting

The Health Insurance provider shall be responsible to the Vice Chancellor through the Human Resource Manager.

8.0 Requirements

The Health Insurance Provider is expected to:

- i. Be registered with the IRA for the current year and a certified copy of the current license be submitted.
- ii. Furnish us with at least five (5) corporate firms whose employees' medical schemes the Health Insurance Provider has managed in the last 5 years. Documentary proof must be attached.
- iii. Have working experience as a Health Insurance Provider
- iv. Submit a certified copy of the audited accounts for the previous 2 years .
- v. Submit the list of key staff with their curriculum vitae for the purpose of verifying relevant skills and experience.
- vi. Submit Annual premium written in respect to staff medical cover for the last two (2) years broken down in annual premiums.
- vii. Have Professional Indemnity Insurance Cover of for the current period of KShs.30 million or more and a copy must be submitted;
- viii. Submit certified copies of the following documents;
 - Tax Compliance Certificate
 - Certificate of Registration/Incorporation
- ix. Be a member of the Professional Association of Kenya Insurers

9.0 Commencement Date

The Health Insurance Provider is expected to start providing the employee medical cover on immediately after signing the contract.

10.0 Period of Cover

The Health Insurance Provider is expected to provide medical services to the members of the Council, Management and staff of SEKU plus their (staff) dependants for a period of 12 months from the date of inception.

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for preparing Schedule of Requirements.

1. The schedule of Requirements shall be included in the tender documents by the procuring entity and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
2. The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

MEDICAL INSURANCE COVER FOR ONE YEAR (2020/2021 F/Y)
Staff (Principal Member and Defendants)
IN- PATIENT AND OUT PATIENT COVER

S/NO	EMP NO	GRADE	IP limit	OP limit	Family size
1	AD/0004	I/II	200000	100000	M+2
2	AD/0161	I/II	200000	100000	M+4
3	AD/0168	I/II	200000	100000	M+3
4	AD/0183	I/II	200000	100000	M+3
5	AD/0198	I/II	200000	100000	M+1
6	AD/0210	I/II	200000	100000	M
7	AD/0248	I/II	200000	100000	M+3
8	AD/0274	I/II	200000	100000	M+1
9	AD/0314	I/II	200000	100000	M+2
10	AD/0374	I/II	200000	100000	M
11	AD/0405	I/II	200000	100000	M+3
12	AD/0407	I/II	200000	100000	M+3
13	AD/0411	I/II	200000	100000	M+3
14	AD/0412	I/II	200000	100000	M+2
15	AD/0413	I/II	200000	100000	M
16	AD/0415	I/II	200000	100000	M+3
17	AD/0420	I/II	200000	100000	M+2
18	AD/0429	I/II	200000	100000	M+2
19	AD/0434	I/II	200000	100000	M
20	AD/0436	I/II	200000	100000	M+2
21	AD/0467	I/II	200000	100000	M+1
22	AD/0508	I/II	200000	100000	M+3
23	AD/0509	I/II	200000	100000	M
24	AD/0511	I/II	200000	100000	M
25	AD/0512	I/II	200000	100000	M+1
26	AD/0514	I/II	200000	100000	M
27	AD/0515	I/II	200000	100000	M
28	AD/0517	I/II	200000	100000	M+1
29	AD/0518	I/II	200000	100000	M+4
30	AD/0550	I/II	200000	100000	M+3
31	AD/0609	I/II	200000	100000	M+2
32	AD/0617	I/II	200000	100000	M+5
33	AD/0618	I/II	200000	100000	M+3
34	AD/0624	I/II	200000	100000	M+2

35	AD/0736	I/II	200000	100000	M+5
36	AD/0738	I/II	200000	100000	M+1
37	AD/0741	I/II	200000	100000	M
38	AD/0742	I/II	200000	100000	M+1
39	AD/0747	III/IV	300000	100000	M+1
40	AD/0011	III/IV	300000	100000	M+3
41	AD/0013	III/IV	300000	100000	M+4
42	AD/0015	III/IV	300000	100000	M+4
43	AD/0020	III/IV	300000	100000	M+2
44	AD/0025	III/IV	300000	100000	M+2
45	AD/0029	III/IV	300000	100000	M+3
46	AD/0073	III/IV	300000	100000	M+4
47	AD/0121	III/IV	300000	100000	M+1
48	AD/0127	III/IV	300000	100000	M+1
49	AD/0157	III/IV	300000	100000	M+2
50	AD/0160	III/IV	300000	100000	M
51	AD/0169	III/IV	300000	100000	M+4
52	AD/0177	III/IV	300000	100000	M+1
53	AD/0181	III/IV	300000	100000	M
54	AD/0182	III/IV	300000	100000	M+4
55	AD/0222	III/IV	300000	100000	M+2
56	AD/0272	III/IV	300000	100000	M+3
57	AD/0273	III/IV	300000	100000	M+3
58	AD/0284	III/IV	300000	100000	M+2
59	AD/0305	III/IV	300000	100000	M
60	AD/0311	III/IV	300000	100000	M+1
61	AD/0315	III/IV	300000	100000	M+3
62	AD/0338	III/IV	300000	100000	M+1
63	AD/0341	III/IV	300000	100000	M+3
64	AD/0348	III/IV	300000	100000	M+2
65	AD/0354	III/IV	300000	100000	M+1
66	AD/0393	III/IV	300000	100000	M+2
67	AD/0395	III/IV	300000	100000	M+1
68	AD/0409	III/IV	300000	100000	M+1
69	AD/0410	III/IV	300000	100000	M+4
70	AD/0416	III/IV	300000	100000	M+1
71	AD/0419	III/IV	300000	100000	M+2
72	AD/0430	III/IV	300000	100000	M
73	AD/0441	III/IV	300000	100000	M+3
74	AD/0476	III/IV	300000	100000	M+3
75	AD/0478	III/IV	300000	100000	M+2

76	AD/0479	III/IV	300000	100000	M+3
77	AD/0490	III/IV	300000	100000	M+1
78	AD/0495	III/IV	300000	100000	M+4
79	AD/0542	III/IV	300000	100000	M+1
80	AD/0546	III/IV	300000	100000	M+3
81	AD/0556	III/IV	300000	100000	M+1
82	AD/0557	III/IV	300000	100000	M
83	AD/0577	III/IV	300000	100000	M+1
84	AD/0578	III/IV	300000	100000	M+2
85	AD/0579	III/IV	300000	100000	M+2
86	AD/0583	III/IV	300000	100000	M+4
87	AD/0678	III/IV	300000	100000	M+2
88	AD/0693	III/IV	300000	100000	M+2
89	AD/0694	III/IV	300000	100000	M+2
90	AD/0695	III/IV	300000	100000	M+3
91	AD/0704	III/IV	300000	100000	M+3
92	AD/0759	III/IV	300000	100000	M
93	AD/0761	III/IV	300000	100000	M
94	AD/0766	III/IV	300000	100000	M+2
95	AD/0762	III/IV	300000	100000	M+1
96	AD/0774	III/IV	300000	100000	M+2
97	AD/0772	III/IV	300000	100000	M+2
98	AD/0773	III/IV	300000	100000	M+3
99	AD/0111	A/B	500000	150,000	M+3
100	AA/0014	A/B	500000	150000	M+2
101	AA/0022	A/B	500000	150000	M+1
102	AD/0012	A/B	500000	150000	M+2
103	AD/0089	A/B	500000	150000	M+3
104	AD/0136	A/B	500000	150000	M+1
105	AD/0173	A/B	500000	150000	M+3
106	AD/0176	A/B	500000	150000	M+2
107	AD/0178	A/B	500000	150000	M+3
108	AD/0179	A/B	500000	150000	M+3
109	AD/0257	A/B	500000	150000	M+2
110	AD/0261	A/B	500000	150000	M+4
111	AD/0262	A/B	500000	150000	M+2
112	AD/0292	A/B	500000	150000	M+3
113	AD/0312	A/B	500000	150000	M+2
114	AD/0316	A/B	500000	150000	M+1

115	AD/0317	A/B	500000	150000	M+2
116	AD/0318	A/B	500000	150000	M+2
117	AD/0323	A/B	500000	150000	M+1
118	AD/0326	A/B	500000	150000	M+1
119	AD/0345	A/B	500000	150000	M+1
120	AD/0352	A/B	500000	150000	M+3
121	AD/0357	A/B	500000	150000	M+3
122	AD/0359	A/B	500000	150000	M+3
123	AD/0363	A/B	500000	150000	M+3
124	AD/0370	A/B	500000	150000	M+4
125	AD/0391	A/B	500000	150000	M+2
126	AD/0394	A/B	500000	150000	M
127	AD/0401	A/B	500000	150000	M+4
128	AD/0417	A/B	500000	150000	M+2
129	AD/0418	A/B	500000	150000	M
130	AD/0422	A/B	500000	150000	M+3
131	AD/0423	A/B	500000	150000	M+1
132	AD/0424	A/B	500000	150000	M+1
133	AD/0470	A/B	500000	150000	M
134	AD/0488	A/B	500000	150000	M+2
135	AD/0503	A/B	500000	150000	M+2
136	AD/0628	A/B	500000	150000	M+1
137	AD/0675	A/B	500000	150000	M+1
138	AD/0533	A/B	500000	150000	M+2
139	AD/0536	A/B	500000	150000	M+2
140	AD/0779	A/B	500000	150000	M+2
141	AD/0538	A/B	500000	150000	M+1
142	AD/0539	A/B	500000	150000	M+1
143	AD/0540	A/B	500000	150000	M+1
144	AD/0548	A/B	500000	150000	M+2
145	AD/0650	A/B	500000	150000	M
146	AD/0687	A/B	500000	150000	M+4
147	AD/0638	A/B	500000	150000	M+2
148	AD/0549	A/B	500000	150000	M+2
149	AD/0582	A/B	500000	150000	M+2
150	AD/0587	A/B	500000	150000	M+2
151	AD/0639	A/B	500000	150000	M+3
152	AD/0640	A/B	500000	150000	M+3
153	AD/0646	A/B	500000	150000	M+1
154	AD/0752	A/B	500000	100000	M+2
155	AD/0724	A/B	500000	150000	M+1

156	AD/0725	A/B	500000	150000	M+1
157	AD/0656	A/B	500000	150000	M+3
158	AD/0658	A/B	500000	150000	M
159	AD/0657	A/B	500000	150000	M
160	AD/0659	A/B	500000	150000	M+1
161	AD/0739	A/B	500000	150000	M+1
162	AD/0740	A/B	500000	150000	M+2
163	AD/0743	A/B	500000	150000	M+1
164	AD/0744	A/B	500000	150000	M
165	AD/0634	A/B	500000	150000	M
166	AD/0745	A/B	500000	150000	M
167	AD/0746	A/B	500000	150000	M+1
168	AD/0763	A/B	500000	150000	M
169	AD/0757	A/B	500000	150000	M+3
170	AD/0794	A/B	500000	150000	
171	AD/0689	C/D	700000	150000	M+3
172	AD/0660	C/D	700000	150000	M
173	AD/0681	C/D	700000	150000	M+2
174	AD/0673	C/D	700000	150000	M
175	AD/0649	C/D	700000	150000	M+1
176	AD/0690	C/D	700000	150000	M+2
177	AD/0654	C/D	700000	150000	M+1
178	AD/0390	C/D	700000	150000	M+2
179	AD/0084	C/D	700000	150000	M+3
180	AD/0652	C/D	700000	150000	M
181	AD/0680	C/D	700000	150000	M
182	AA/0016	C/D	700000	150000	M+3
183	AA/0021	C/D	700000	150000	M+1
184	AA/0023	C/D	700000	150000	M+1
185	AA/0026	C/D	700000	150000	M+1
186	AA/0027	C/D	700000	150000	M+4
187	AA/0043	C/D	700000	150000	M+1
188	AA/0064	C/D	700000	150000	M+2
189	AA/0621	C/D	700000	150000	M
190	AA/0625	C/D	700000	150000	M+2
191	AA/0666	C/D	700000	150000	M
192	AA/0668	C/D	700000	150000	M+2
193	AA/0669	C/D	700000	150000	M+1
194	AA/0670	C/D	700000	150000	M
195	AA/0785	C/D	700000	150000	M+1

196	AD/0086	C/D	700000	150000	M+4
197	AD/0091	C/D	700000	150000	M+3
198	AD/0099	C/D	700000	150000	M+1
199	AD/0125	C/D	700000	150000	M+3
200	AD/0132	C/D	700000	150000	M+2
201	AD/0148	C/D	700000	150000	M+5
202	AD/0167	C/D	700000	150000	M+1
203	AD/0309	C/D	700000	150000	M+2
204	AD/0324	C/D	700000	150000	M
205	AD/0332	C/D	700000	150000	M+1
206	AD/0342	C/D	700000	150000	M+3
207	AD/0381	C/D	700000	150000	M+2
208	AD/0402	C/D	700000	150000	M+1
209	AD/0433	C/D	700000	150000	M
210	AD/0438	C/D	700000	150000	M+1
211	AD/0440	C/D	700000	150000	M+1
212	AD/0446	C/D	700000	150000	M+3
213	AD/0460	C/D	700000	150000	M+1
214	AD/0461	C/D	700000	150000	M+1
215	AD/0462	C/D	700000	150000	M+3
216	AD/0468	C/D	700000	150000	M+2
217	AD/0493	C/D	700000	150000	M+1
218	AD/0524	C/D	700000	150000	M+1
219	AD/0527	C/D	700000	150000	M
220	AD/0541	C/D	700000	150000	M+1
221	AD/0545	C/D	700000	150000	M
222	AD/0552	C/D	700000	150000	M+3
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224	AD/0599	C/D	700000	150000	M
225	AD/0600	C/D	700000	150000	M
226	AD/0606	C/D	700000	150000	M
227	AD/0610	C/D	700000	150000	M
228	AD/0611	C/D	700000	150000	M+3
229	AD/0620	C/D	700000	150000	M+3
230	AD/0622	C/D	700000	150000	M+3
231	AD/0627	C/D	700000	150000	M+1
232	AD/0629	C/D	700000	150000	M
233	AD/0753	C/D	700000	150000	M
234	AD/0756	C/D	700000	150000	M
235	AD/0764	C/D	700000	150000	M+1
236	AD/0754	C/D	700000	150000	M

237	AD/0737	C/D	700000	150000	M
238	AD/0479	C/D	700000	150000	M
239	AD/0133	E/F	800000	150000	M+4
240	AD/0396	E/F	800000	150000	M+2
241	AD/0464	E/F	800000	150000	M+3
242	AA/0010	E/F	800000	180000	M
243	AA/0039	E/F	800000	180000	M
244	AA/0044	E/F	800000	180000	M+2
245	AA/0071	E/F	800000	180000	M+4
246	AD/0034	E/F	800000	180000	M+3
247	AD/0096	E/F	800000	180000	M+1
248	AD/0123	E/F	800000	180000	M+1
249	AD/0141	E/F	800000	180000	M+1
250	AD/0143	E/F	800000	180000	M+2
251	AD/0146	E/F	800000	180000	M+5
252	AD/0154	E/F	800000	180000	M+2
253	AD/0207	E/F	800000	180000	M+1
254	AD/0211	E/F	800000	180000	M+1
255	AD/0269	E/F	800000	180000	M+3
256	AD/0271	E/F	800000	180000	M+4
257	AD/0277	E/F	800000	180000	M+1
258	AD/0337	E/F	800000	180000	M+1
259	AD/0339	E/F	800000	180000	M+5
260	AD/0343	E/F	800000	180000	M+2
261	AD/0365	E/F	800000	180000	M+4
262	AD/0553	E/F	800000	180000	M
263	AD/0574	E/F	800000	180000	M+3
264	AD/0588	E/F	800000	180000	M+1
265	AD/0791	E/F	800000	180000	M
266	AD/0647	E/F	800000	150000	M
267	AD/0768	11	900000	180000	M+1
268	AD/0085	11	900000	180000	M+2
269	AD/0135	11	900000	180000	M
270	AA/0038	11	900000	180000	M+2
271	AD/0048	11	900000	180000	M+3
272	AD/0102	11	900000	180000	M+2
273	AD/0165	11	900000	180000	M+1
274	AD/0331	11	900000	180000	M
275	AD/0586	11	900000	180000	M+3
276	AD/0705	11	900000	180000	M+4
277	AD/0795	11	900000	180000	M

278	AD/0063	12	1000000	200000	M+2
279	AD/0103	12	1000000	200000	M+2
280	AD/0259	12	1000000	200000	M+5
281	AD/0692	12	1000000	200000	M+3
282	AD/0776	12	1000000	200000	M+3
283	AD/0787	12	1000000	200000	M
284	AA/0626	11	1200000	200000	M+1
285	AA/0497	11	1200000	200000	M+1
286	AA/0498	11	1200000	200000	M+4
287	AA/0499	11	1200000	200000	M+1
288	AA/0612	11	1200000	200000	M
289	AA/0500	11	1200000	200000	M
290	AA/0501	11	1200000	200000	M
291	AA/0035	11	1200000	200000	M+1
292	AA/0040	11	1200000	200000	M+3
293	AA/0041	11	1200000	200000	M+4
294	AA/0042	11	1200000	200000	M+2
295	AA/0056	11	1200000	200000	M+3
296	AA/0062	11	1200000	200000	M+2
297	AA/0147	11	1200000	200000	M+1
298	AA/0152	11	1200000	200000	M+4
299	AA/0189	11	1200000	200000	M
300	AA/0195	11	1200000	200000	M+2
301	AA/0197	11	1200000	200000	M+4
302	AA/0201	11	1200000	200000	M+1
303	AA/0287	11	1200000	200000	M+1
304	AA/0289	11	1200000	200000	M
305	AA/0293	11	1200000	200000	M+5
306	AA/0295	11	1200000	200000	M+3
307	AA/0378	11	1200000	200000	M+5
308	AA/0379	11	1200000	200000	M+2
309	AA/0383	11	1200000	200000	M+4
310	AA/0384	11	1200000	200000	M+3
311	AA/0386	11	1200000	200000	M+2
312	AA/0388	11	1200000	200000	M+4
313	AA/0400	11	1200000	200000	M+3
314	AA/0421	11	1200000	200000	M+5
315	AA/0437	11	1200000	200000	M+1
316	AA/0451	11	1200000	200000	M+3
317	AA/0454	11	1200000	200000	M+3
318	AA/0455	11	1200000	200000	M+4

319	AA/0456	11	1200000	200000	M+2
320	AA/0458	11	1200000	200000	M+4
321	AA/0463	11	1200000	200000	M+3
322	AA/0473	11	1200000	200000	M+3
323	AA/0480	11	1200000	200000	M+3
324	AA/0492	11	1200000	200000	M
325	AA/0558	11	1200000	200000	M+1
326	AA/0559	11	1200000	200000	M+2
327	AA/0560	11	1200000	200000	M+1
328	AA/0565	11	1200000	200000	M+4
329	AA/0570	11	1200000	200000	M+3
330	AA/0571	11	1200000	200000	M+4
331	AA/0572	11	1200000	200000	M+2
332	AA/0585	11	1200000	200000	M+1
333	AA/0596	11	1200000	200000	M
334	AA/0706	11	1200000	200000	M+3
335	AA/0708	11	1200000	200000	M+2
336	AA/0750	11	1200000	200000	M
337	AD/0482	11	1200000	200000	M+1
338	AA/0712	11	1200000	200000	M+1
339	AA/0614	11	1200000	200000	M+1
340	AA/0615	11	1200000	200000	M+1
341	AA/0616	11	1200000	200000	M+1
342	AA/0619	11	1200000	200000	M+1
343	AA/0667	11	1200000	200000	M
344	AA/0671	11	1200000	200000	M
345	AA/0788	12	1200000	200000	M
346	AA/0784	12	1200000	200000	M+4
347	AA/0780	12	1200000	200000	M+2
348	AA/0781	12	1200000	200000	M+5
349	AA/0783	12	1200000	200000	M+1
350	AA/0721	12	1200000	200000	M+4
351	AA/0771	12	1200000	200000	M+1
352	AA/0749	12	1200000	200000	M
353	AA/0453	12	1200000	200000	M
354	AA/0226	12	1200000	200000	M+2
355	AA/0230	12	1200000	200000	M+3
356	AA/0037	12	1200000	200000	M+4
357	AA/0050	12	1200000	200000	M+4
358	AA/0092	12	1200000	200000	M+3
359	AA/0101	12	1200000	200000	M+4

360	AA/0108	12	1200000	200000	M+2
361	AA/0151	12	1200000	200000	M+4
362	AA/0192	12	1200000	200000	M+3
363	AA/0194	12	1200000	200000	M+3
364	AA/0205	12	1200000	200000	M
365	AA/0212	12	1200000	200000	M+1
366	AA/0223	12	1200000	200000	M+3
367	AA/0224	12	1200000	200000	M+3
368	AA/0225	12	1200000	200000	M+1
369	AA/0229	12	1200000	200000	M+6
370	AA/0243	12	1200000	200000	M+3
371	AA/0282	12	1200000	200000	M+3
372	AA/0306	12	1200000	200000	M+5
373	AA/0382	12	1200000	200000	M+5
374	AA/0387	12	1200000	200000	M+3
375	AA/0445	12	1200000	200000	M+4
376	AA/0487	12	1200000	200000	M
377	AA/0506	12	1200000	200000	M+4
378	AA/0522	12	1200000	200000	M+1
379	AA/0525	12	1200000	200000	M
380	AA/0531	12	1200000	200000	M+4
381	AA/0532	12	1200000	200000	M+4
382	AA/0535	12	1200000	200000	M+1
383	AA/0594	12	1200000	200000	M+3
384	AA/0597	12	1200000	200000	M+5
385	AA/0605	12	1200000	200000	M+1
386	AA/0607	12	1200000	200000	M+4
387	AA/0608	12	1200000	200000	M+3
388	AA/0631	12	1200000	200000	M+3
389	AA/0645	12	1200000	200000	M+4
390	AA/0661	12	1200000	200000	M+2
391	AA/0662	12	1200000	200000	M+2
392	AA/0664	12	1200000	200000	M+2
393	AA/0665	12	1200000	200000	M+2
394	AA/0677	12	1200000	200000	M+3
395	AA/0679	12	1200000	200000	M+3
396	AA/0696	12	1200000	200000	M+2
397	AA/0709	12	1200000	200000	M
398	AA/0713	12	1200000	200000	M+3
399	AA/0714	12	1200000	200000	M

400	AA/0715	12	1200000	200000	M+1
401	AA/0729	12	1200000	200000	M+1
402	AA/0767	12	1200000	200000	M+2
403	AA/0716	12	1200000	200000	M+3
404	AA/0720	12	1200000	200000	M+2
405	AA/0727	12	1200000	200000	M+1
406	AA/0731	12	1200000	200000	M+3
407	AA/0734	12	1200000	200000	M+4
408	AA/0717	12	1200000	200000	M+1
409	AA/0052	12	1200000	200000	M+4
410	AA/0663	12	1200000	200000	M+4
411	AA/0782	12	1200000	200000	M+1
412	AA/0575	12	1200000	200000	M+3
413	AA/0459	12	1200000	200000	M+3
414	AA/0566	12	1200000	200000	M+4
415	AA/0793	12	1200000	200000	M+4
	AA/0797	12	1200000	200000	M+4
416	AA/0069	13	1600000	200000	M+3
417	AA/0105	13	1600000	250000	M+3
418	AA/0208	13	1600000	250000	M+3
419	AA/0239	13	1600000	250000	M+4
420	AA/0051	13	1600000	250000	M+4
421	AA/0242	13	1600000	250000	M
422	AA/0249	13	1600000	250000	M+5
423	AA/0250	13	1600000	250000	M
424	AA/0251	13	1600000	250000	M+1
425	AA/0260	13	1600000	250000	M+3
426	AA/0290	13	1600000	250000	M
427	AA/0353	13	1600000	250000	M+5
428	AA/0447	13	1600000	250000	M+1
429	AA/0521	13	1600000	250000	M+1
430	AA/0590	13	1600000	250000	M+1
431	AA/0730	13	1600000	250000	M+5
432	AD/0008	13	1600000	250000	M+2
433	AD/0636	13	1600000	250000	M+2
434	AD/0637	13	1600000	250000	M+2
435	AD/0672	13	1600000	250000	M+4
436	AD/0067	14	1700000	300000	M+1
437	AA/0031	14	1800000	300000	M+4
438	AA/0076	14	1800000	300000	M+1
439	AA/0241	14	1800000	300000	M+2

440	AA/0373	14	1800000	300000	M+2
441	AA/0641	14	1800000	300000	M+1
442	AA/0683	14	1800000	300000	M+2
443	AD/0778	14	1600000	300000	M+2
444	AA/0075	15	2000000	300000	M+3
445	AA/0263	15	2000000	300000	M+2
446	AA/0367	15	2000000	300000	M+3
447	AD/0688	15	2000000	300000	M+4
448	AA/0302	17	5000000	500000	M+2
449	AD/0469	17	5000000	500000	M+1
450	AD/0686	17	5000000	500000	M+2
451	AD/0107	18	7000000	700000	M+3
452			2000000	300000	M
453			2000000	300000	M
454			2000000	300000	M
455			2000000	300000	M
456			2000000	300000	M
457			2000000	300000	M

PREMIUM SUMMARY EMPLOYEES COVER

COVER TYPE	Total Premium
In-patient	
Out-patient	
Applicable taxes	
TOTAL	

Total Cost for Out Patient and In Patient Ksh -----

Amount in words

Signature.....Rubber Stamp.....

Legend

M – Principal Member

M + 1 – Principal member + 1 dependant etc.

SECTION VI - STANDARD FORMS

Notes on the standard Forms

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

Form of Tender

To: _____
Name and address of procuring entity

Date: _____

Tender No.
Tender Name

Gentlemen and/or Ladies:-

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

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

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

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

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

Dated this _____ day of _____ 2017

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Contract Form

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

WHEREAS the Procuring entity invited tenders for the Provision of Medical cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____
_____ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part _____ General:

Business Name

Location of business premises

Plot No. Street/Road

Postal Address Tel. No.Fax

Email

Nature of business

Registration Certificate No.

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

Name of your bank Branch

Part 2(a) – Sole Proprietor:

Your name in full Age

Nationality Country of origin

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows:

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

5.

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs.

Issued Kshs.....

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Date..... Signature of Tenderer

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

TENDER SECURITY FORM

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

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or

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

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

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

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

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

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

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

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

This guarantee is valid until the _____ day of _____ 20 ____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

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

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement
Administrative Review Board to review the whole/part of the above mentioned decision on the following
grounds , namely:-

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED

Board Secretary

Corruption declaration Form

I/We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender and that we will not engage in any corrupt practices as spelt out in the PPADA 2015. **(To be certified by commissioner of oaths)**

Name.....Date.....

Certified by:.....Date.....