

SOUTH EASTERN KENYA UNIVERSITY



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

TENDER NO: SEKU/PROC/010/2020/2021

CLOSING DATE: 10TH MARCH 2020

10:00 AM

Table of Contents

	Page
INTRODUCTION.....	3
Section I INVITATION FOR TENDERS.....	4
Section II INSTRUCTION TO TENDERERS Appendix to instructions to tenderers	5
Section III GENERAL CONDITIONS OF CONTRACT.....	21
Section IV SPECIAL CONDITIONS OF CONTRACT.....	26
Section V SCHEDULE OF REQUIREMENTS.....	29
Section VI STANDARD FORMS	32
1. FORM OF TENDER	33
2. PRICE SCHEDULES.....	34
3. CONTRACT FORM.....	35
4. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM ...	36
5. TENDER SECURITY FORM	38
6. PERFORMANCE SECURITY FORM.....	39
7. INSURANCE COMPANY’S AUTHORIZATION FORM.....	41

INTRODUCTION

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.

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.
- (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.

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/010/2020/2021

**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 UNIVERSITY 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.seku.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/010/2020/2021** and be deposited in the Tender Box at the Procurement Office yard 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 10th **March 2021 at 10 AM.**

Tenders will be opened publicly at the Procurement Yard 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

Table of Clauses

	Page
2.1 Eligible Tenderers.....	7
2.2 Cost of Tendering.....	7
Contents of Tender document.....	8
Clarification of Tender document.....	8
Amendments of Tender document.....	9
Language of Tenders.....	9
Documents Comprising the Tender.....	9
2.8 Tender Form.....	10
2.9 Tender Prices.....	10
2.10 Tender Currencies.....	10
2.11 Tenderers Eligibility and Qualifications.....	10
2.12 Tender Security.....	11
2.13 Validity of Tenders.....	12
Format and Signing of Tenders.....	12
Sealing and Marking of Tenders.....	12
Deadline for Submission of Tenders.....	13
Modification and Withdrawal of Tenders.....	13
2.18 Opening of Tenders.....	14
Clarification of Tenders.....	14
Preliminary Examination.....	15
Conversion to Single Currency.....	15
Evaluation and Comparison of Tenders.....	16
Contacting the Procuring Entity.....	17
2.24 Post-Qualification.....	17
2.25 Award Criteria.....	17
Procuring Entity's Right to Vary Quantities	18
Procuring Entity's Right to Accept or Reject any or all Tenders.....	18
Notification of Award.....	18
2.29 Signing of Contract.....	19
Performance Security.....	19
Corrupt or Fraudulent Practices.....	20

SECTION II - INSTRUCTIONS TO TENDERERS

Eligible Tenderers

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.

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.

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.

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

Cost of Tendering

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

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

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

Contents of Tender Document

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

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.

Clarification of Tender Documents

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.

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.

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

Amendment of Tender Documents

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.

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.

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.

Language of Tenders

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.

Documents Comprising the Tender

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.

Form of Tender

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

Tender Prices

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

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

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

Tender Currencies

Prices shall be quoted in Kenya Shillings

Tenderers Eligibility and Qualifications

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.

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.

Tender Security

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.

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

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

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.

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

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

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

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.

Validity of Tenders

Tenders shall remain valid for 120 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.

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.

Format and Signing of Tenders

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.

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.

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.

Sealing and Marking of Tenders

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.

The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender. bear tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE **10th March 2021 at 10 AM**

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”.

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.

Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **10th March 2021 at 10 AM**. The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

Modification and Withdrawal of Tenders

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.

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.

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

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.

Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10:00 AM 10th March 2021** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

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.

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.

Clarification of Tenders

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.

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.

Preliminary Examination and Responsiveness

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.

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

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.

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.

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.

Conversion to single currency

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.

Evaluation and Comparison of Tenders

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

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

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.

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

Contacting the Procuring entity

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.

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.

Post-qualification

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.

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

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.

Award Criteria

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.

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.

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

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.

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.

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.

Notification of Award

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.

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.

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

Signing of Contract

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.

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.

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

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.

Performance Security

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

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.

Corrupt or Fraudulent Practices

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.

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

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 10th March 2021 at 10:00AM.</i>
2.16.1	<i>Deadline for submission of Tenders will be 10th March 2021 at 10:00AM.</i>
2.18.1	<i>Tenders will be opened on 10th March 2021 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

Table of Clauses

	Page
3.1 Definitions.....	24
3.2 Application.....	25
3.3 Standards.....	25
3.4 Use of Contract Documents and Information.....	25
3.5 Patent Rights.....	25
Performance Security.....	25
Delivery of Services and Documents.....	26
3.8 Payment.....	26
3.9 Prices.....	26
3.10 Assignment.....	27
Termination for Default.....	27
Termination for Insolvency.....	28
Termination for Convenience.....	28
Resolution of Disputes.....	28
3.15 Governing Language.....	28
3.16 Applicable law.....	29
3.17 Force Majeure.....	29
3.18 Notices.....	29

SECTION III GENERAL CONDITIONS OF CONTRACT

Definitions

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

Application

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

Standards

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

Use of Contract Documents and Information

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.

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.

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.

Patent Rights

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.

Performance Security

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

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.

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.

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.

Delivery of services and Documents

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

Payment

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

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

Prices

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.

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

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

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

Assignment

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.

Termination for Default

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

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.

Termination for Insolvency

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.

Termination for Convenience

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.

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.

Resolution of Disputes

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

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.

Governing Language

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.

Applicable Law

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

Force Majeure

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.

Notices

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.

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 – 2020/2021

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 75% 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.

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

Reference of general conditions of contract	Special condition of contract
3.6 Tender security/Bid Bond	Ksh 2% of the tender value

Special Conditions of Contract

1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

NB: Every bidder to provide any special conditions of the cover.

EVALUATION CRITERIA

Preliminary evaluation criteria *(Tick if attached)*

	DESCRIPTION	YES	NO
	Preliminary evaluation criteria		
MR1	Must be registered with I.R.A (attach certified perpetual license by IRA)		
MR2	Must have at least 5 current clients each with at least Ksh.50 Million in medical premium. The tenderer should avail current (during time of tendering) certified reference letters from the 5 clients confirming the same.		
MR3	Submit certified audited accounts for the last 2 years (2018 & 2019).		

MR4	Attach certified Copies of PIN, valid Tax compliance Certificate, Certificate of incorporation and current business permit		
MR5	Must be a member of Association of Kenya Insurers (AKI), attach certified valid certificate		
MR6	Must have handled Medical Premiums of at least KSh. 600 million in the last one year (2020)		
MR7	Must have at least 3 years' experience in Medical insurance business attach certified IRA Certificates		
MR8	Attach evidence of Paid-up capital of at least KSh.700Million.		
MR9	Provide a Work Plan / Methodology of the scheme administration		
MR10	Evidence of medical service providers countrywide (Attach list of hospitals/providers)		
MR11	Quotation as per schedule of requirements.		
MR12	Must submit tender security/Bid bond of 2% of the tender value, valid for 120 days		
MR13	Provide letter of credit worthiness from the insurer's bank		
MR14	Provide 5 current reference letters from major hospitals		
MR15	Dully filled ,Signed and stamped Form of tender, Price schedule and Confidential business questionnaire		
MR16	Provide a sample of policy document		
MR17	Provide certified information on Litigation History		
MR 18	Certified evidence of re-insurance arrangement 2020		
MR19	Certified declaration that the underwriter/Insurance company will not engage in any corruption of fraudulent practices in this tender		
MR20	Certified self-declaration and confirmation by commissioner of oath that the underwriter has not been debarred as a service provider in Kenya		
MR21	Certified copy of current CR 12		
MR22	Pagination/serialization of tender documents		

NB: Only bidders who will provide all the preliminary requirements will proceed to technical evaluation.

TECHNICAL EVALUATION CRITERIA

The tenderers shall be evaluated based on the criteria indicated below. In order to qualify for financial stage a bidder must score at least 75% at this level. Evidence must be provided.		Maximum score	Score attained
Operational Capacity	i). Years in medical insurance underwriting business (1.5 point for every year's experience up to a maximum of 10 years)	15	
	ii). Clientele base 5 reputable clients with evidence of contracts/LSOs (2 points per client with the right evidence , Zero for lack of evidence)	10	
Financial Capacity	i). Assets Base (15 points) in the year 2019 Below 2 Billion- 5 points Between 2-3 Billion - 10 points Above 3 Billion---15 points	15	
	ii). Medical gross written premium in the year 2019 Below 800 million--0 points Over 800 million--10points	10	
Human resource capacity.	i). Professional qualifications and experience of 5 key staff members a) CEO/MD (8 Points) –Bachelor's degree (3point), ACII/AIHK (1point), 15 years Relevant Experience (2point) b) Principle officer (8 Points) –Bachelor's degree (3 point), ACII/AIHK/CII (1point), 10 years Relevant Experience (1point) c) One underwriter, One Claims officer, One liaison officer (9 Points) –Relevant Bachelor's degree (1point each), ACII/AIHK/CII (1point each), 5 years Relevant Experience (1point each)	20	
	ii). Branch network (5points) Below 10 – (0 Points) 10 and above branches countrywide (5 points).	5	
Technical Proposal	Attach a comprehensive proposal on; <ul style="list-style-type: none"> • underwriting (5points). • claims administration (5points), • Case Management (5points), • Service level agreement indicating timelines (5points). • sample policy documents indicating all free benefits and exclusions (5points). 	25	
SUB TOTAL		100	

- **All bidders are expected to disclose fully all matters of their business without reservations. This must include, but not limited, to all exclusions, riders and enhancements. Undisclosed aspects may jeopardize the contract even when awarded.**
- **All certifications must be done by commissioner of oaths and must also be current within the tender**

period

- **Any information provided by the bidder may be verified by the secretariat.**
- **Underwriters who submit two bid documents with different prices will be automatically disqualified.**

To qualify for financial evaluation, the bidder must score 75% on technical evaluation and the bidder quoting the lowest total premium, having attained 75% technical score shall be awarded the contract.

- 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

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.

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 costs, 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.

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 DVC HRM.

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	IP limit	OP limit	Family size	Inpatient Premium Rate	Outpatient Premium Rate
1	AD/0004	200,000	100,000	M+2		
2	AD/0161	200,000	100,000	M+4		
3	AD/0168	200,000	100,000	M+3		
4	AD/0183	200,000	100,000	M+3		
5	AD/0198	200,000	100,000	M+1		
6	AD/0210	200,000	100,000	M+1		
7	AD/0248	200,000	100,000	M+3		
8	AD/0274	200,000	100,000	M+1		
9	AD/0314	200,000	100,000	M+3		
10	AD/0374	200,000	100,000	M		
11	AD/0405	200,000	100,000	M+3		
12	AD/0407	200,000	100,000	M+3		
13	AD/0411	200,000	100,000	M+3		
14	AD/0412	200,000	100,000	M+2		
15	AD/0413	200,000	100,000	M		
16	AD/0415	200,000	100,000	M+3		
17	AD/0420	200,000	100,000	M+2		
18	AD/0429	200,000	100,000	M+2		
19	AD/0434	200,000	100,000	M		
20	AD/0436	200,000	100,000	M+2		
21	AD/0467	200,000	100,000	M+3		
22	AD/0508	200,000	100,000	M+3		
23	AD/0509	200,000	100,000	M		
24	AD/0511	200,000	100,000	M		
25	AD/0512	200,000	100,000	M+1		
26	AD/0514	200,000	100,000	M		
27	AD/0515	200,000	100,000	M		
28	AD/0517	200,000	100,000	M+1		
29	AD/0518	200,000	100,000	M+4		
30	AD/0550	200,000	100,000	M+3		
31	AD/0609	200,000	100,000	M+2		
32	AD/0617	200,000	100,000	M+5		
33	AD/0618	200,000	100,000	M+3		
34	AD/0624	200,000	100,000	M+2		
35	AD/0736	200,000	100,000	M+5		
36	AD/0738	200,000	100,000	M+1		
37	AD/0741	200,000	100,000	M		

38	AD/0742	200,000	100,000	M+1		
39	AD/0747	300,000	100,000	M+1		
40	AD/0011	300,000	100,000	M+3		
41	AD/0013	300,000	100,000	M+3		
42	AD/0020	300,000	100,000	M+2		
43	AD/0025	300,000	100,000	M+2		
44	AD/0029	300,000	100,000	M+3		
45	AD/0073	300,000	100,000	M+4		
46	AD/0121	300,000	100,000	M+1		
47	AD/0127	300,000	100,000	M+1		
48	AD/0157	300,000	100,000	M+2		
49	AD/0160	300,000	100,000	M		
50	AD/0169	300,000	100,000	M+4		
51	AD/0177	300,000	100,000	M+1		
52	AD/0181	300,000	100,000	M		
53	AD/0182	300,000	100,000	M+4		
54	AD/0222	300,000	100,000	M+3		
55	AD/0272	300,000	100,000	M+3		
56	AD/0273	300,000	100,000	M+3		
57	AD/0284	300,000	100,000	M+2		
58	AD/0305	300,000	100,000	M		
59	AD/0311	300,000	100,000	M+1		
60	AD/0315	300,000	100,000	M+3		
61	AD/0338	300,000	100,000	M+2		
62	AD/0341	300,000	100,000	M+3		
63	AD/0348	300,000	100,000	M+3		
64	AD/0354	300,000	100,000	M+1		
65	AD/0393	300,000	100,000	M+2		
66	AD/0395	300,000	100,000	M+1		
67	AD/0409	300,000	100,000	M+1		
68	AD/0410	300,000	100,000	M+4		
69	AD/0416	300,000	100,000	M+1		
70	AD/0419	300,000	100,000	M+1		
71	AD/0430	300,000	100,000	M		
72	AD/0441	300,000	100,000	M+3		
73	AD/0476	300,000	100,000	M+3		
74	AD/0478	300,000	100,000	M+2		
75	AD/0479	300,000	100,000	M+3		
76	AD/0490	300,000	100,000	M+1		
77	AD/0495	300,000	100,000	M+3		
78	AD/0542	300,000	100,000	M+1		
79	AD/0546	300,000	100,000	M+4		

80	AD/0556	300,000	100,000	M+1		
81	AD/0557	300,000	100,000	M		
82	AD/0577	300,000	100,000	M+1		
83	AD/0578	300,000	100,000	M+2		
84	AD/0579	300,000	100,000	M+2		
85	AD/0583	300,000	100,000	M+4		
86	AD/0678	300,000	100,000	M+2		
87	AD/0693	300,000	100,000	M+2		
88	AD/0694	300,000	100,000	M+2		
89	AD/0695	300,000	100,000	M+3		
90	AD/0704	300,000	100,000	M+3		
91	AD/0759	300,000	100,000	M		
92	AD/0761	300,000	100,000	M		
93	AD/0766	300,000	100,000	M+2		
94	AD/0762	300,000	100,000	M+1		
95	AD/0774	300,000	100,000	M+3		
96	AD/0772	300,000	100,000	M+2		
97	AD/0773	300,000	100,000	M+3		
98	AD/0111	500,000	150,000	M+3		
99	AA/0014	500,000	150,000	M+2		
100	AA/0022	500,000	150,000	M+1		
101	AD/0012	500,000	150,000	M+2		
102	AD/0089	500,000	150,000	M+3		
103	AD/0136	500,000	150,000	M+1		
104	AD/0173	500,000	150,000	M+3		
105	AD/0176	500,000	150,000	M+2		
106	AD/0178	500,000	150,000	M+3		
107	AD/0179	500,000	150,000	M+3		
108	AD/0257	500,000	150,000	M+2		
109	AD/0261	500,000	150,000	M+4		
110	AD/0262	500,000	150,000	M+2		
111	AD/0292	500,000	150,000	M+2		
112	AD/0312	500,000	150,000	M+2		
113	AD/0316	500,000	150,000	M+1		
114	AD/0317	500,000	150,000	M+2		
115	AD/0318	500,000	150,000	M+2		
116	AD/0323	500,000	150,000	M+2		
117	AD/0326	500,000	150,000	M+1		
118	AD/0345	500,000	150,000	M+1		
119	AD/0352	500,000	150,000	M+3		

120	AD/0357	500,000	150,000	M+3		
121	AD/0359	500,000	150,000	M+3		
122	AD/0363	500,000	150,000	M+3		
123	AD/0370	500,000	150,000	M+3		
124	AD/0391	500,000	150,000	M+3		
125	AD/0394	500,000	150,000	M		
126	AD/0401	500,000	150,000	M+4		
127	AD/0417	500,000	150,000	M+2		
128	AD/0418	500,000	150,000	M		
129	AD/0422	500,000	150,000	M+3		
130	AD/0423	500,000	150,000	M+1		
131	AD/0424	500,000	150,000	M+1		
132	AD/0470	500,000	150,000	M		
133	AD/0488	500,000	150,000	M+2		
134	AD/0503	500,000	150,000	M+2		
135	AD/0628	500,000	150,000	M+1		
136	AD/0675	500,000	150,000	M+1		
137	AD/0533	500,000	150,000	M+2		
138	AD/0536	500,000	150,000	M+2		
139	AD/0779	500,000	150,000	M+2		
140	AD/0538	500,000	150,000	M+1		
141	AD/0539	500,000	150,000	M+1		
142	AD/0540	500,000	150,000	M+1		
143	AD/0548	500,000	150,000	M+2		
144	AD/0650	500,000	150,000	M		
145	AD/0687	500,000	150,000	M+4		
146	AD/0638	500,000	150,000	M+2		
147	AD/0549	500,000	150,000	M+2		
148	AD/0582	500,000	150,000	M+2		
149	AD/0587	500,000	150,000	M+3		
150	AD/0639	500,000	150,000	M+3		
151	AD/0640	500,000	150,000	M+3		
152	AD/0646	500,000	150,000	M+1		
153	AD/0752	500,000	100,000	M+2		
154	AD/0724	500,000	150,000	M+1		
155	AD/0725	500,000	150,000	M+1		
156	AD/0656	500,000	150,000	M+3		
157	AD/0658	500,000	150,000	M		
158	AD/0657	500,000	150,000	M+1		
159	AD/0659	500,000	150,000	M+1		
160	AD/0739	500,000	150,000	M+2		
161	AD/0740	500,000	150,000	M+2		

162	AD/0743	500,000	150,000	M+1		
163	AD/0744	500,000	150,000	M		
164	AD/0634	500,000	150,000	M		
165	AD/0745	500,000	150,000	M		
166	AD/0746	500,000	150,000	M+1		
167	AD/0763	500,000	150,000	M		
168	AD/0757	500,000	150,000	M+3		
169	AD/0794	500,000	150,000			
170	AD/0689	700,000	150,000	M+3		
171	AD/0660	700,000	150,000	M		
172	AD/0681	700,000	150,000	M+2		
173	AD/0673	700,000	150,000	M		
174	AD/0649	700,000	150,000	M+1		
175	AD/0654	700,000	150,000	M+1		
176	AD/0390	700,000	150,000	M+2		
177	AD/0084	700,000	150,000	M+3		
178	AD/0652	700,000	150,000	M		
179	AD/0680	700,000	150,000	M		
180	AA/0016	700,000	150,000	M+3		
181	AA/0021	700,000	150,000	M+1		
182	AA/0023	700,000	150,000	M+1		
183	AA/0026	700,000	150,000	M+1		
184	AA/0027	700,000	150,000	M+4		
185	AA/0043	700,000	150,000	M+1		
186	AA/0064	700,000	150,000	M+2		
187	AA/0625	700,000	150,000	M+2		
188	AA/0666	700,000	150,000	M+1		
189	AA/0668	700,000	150,000	M+2		
190	AA/0669	700,000	150,000	M+1		
191	AA/0670	700,000	150,000	M		
192	AA/0785	700,000	150,000	M+1		
193	AD/0091	700,000	150,000	M+3		
194	AD/0099	700,000	150,000	M+1		
195	AD/0125	700,000	150,000	M+3		
196	AD/0132	700,000	150,000	M+2		
197	AD/0148	700,000	150,000	M+4		
198	AD/0167	700,000	150,000	M+1		
199	AD/0324	700,000	150,000	M		
200	AD/0332	700,000	150,000	M+1		
201	AD/0342	700,000	150,000	M+3		
202	AD/0381	700,000	150,000	M+2		

203	AD/0402	700,000	150,000	M+1		
204	AD/0433	700,000	150,000	M		
205	AD/0438	700,000	150,000	M+1		
206	AD/0440	700,000	150,000	M+1		
207	AD/0446	700,000	150,000	M+3		
208	AD/0460	700,000	150,000	M+1		
209	AD/0461	700,000	150,000	M+1		
210	AD/0462	700,000	150,000	M+3		
211	AD/0468	700,000	150,000	M+3		
212	AD/0493	700,000	150,000	M+1		
213	AD/0524	700,000	150,000	M+1		
214	AD/0527	700,000	150,000	M		
215	AD/0541	700,000	150,000	M+1		
216	AD/0545	700,000	150,000	M+1		
217	AD/0552	700,000	150,000	M+3		
218	AD/0555	700,000	150,000	M		
219	AD/0599	700,000	150,000	M		
220	AD/0600	700,000	150,000	M		
221	AD/0606	700,000	150,000	M+1		
222	AD/0611	700,000	150,000	M+3		
223	AD/0620	700,000	150,000	M+3		
224	AD/0622	700,000	150,000	M+3		
225	AD/0627	700,000	150,000	M+1		
226	AD/0737	700,000	150,000	M		
227	AD/0753	700,000	150,000	M		
228	AD/0756	700,000	150,000	M+1		
229	AD/0764	700,000	150,000	M+1		
230	AD/0754	700,000	150,000	M		
231	AD/0479	700,000	150,000	M		
232	AD/0647	800,000	150,000	M		
233	AD/0133	800,000	150,000	M+4		
234	AD/0396	800,000	150,000	M+3		
235	AD/0464	800,000	150,000	M+3		
236	AA/0010	800,000	180,000	M		
237	AA/0039	800,000	180,000	M		
238	AA/0044	800,000	180,000	M+3		
239	AA/0071	800,000	180,000	M+4		
240	AD/0034	800,000	180,000	M+3		
241	AD/0096	800,000	180,000	M+3		
242	AD/0123	800,000	180,000	M+1		
243	AD/0141	800,000	180,000	M+1		
244	AD/0143	800,000	180,000	M+1		

245	AD/0146	800,000	180,000	M+5		
246	AD/0154	800,000	180,000	M+2		
247	AD/0211	800,000	180,000	M+1		
248	AD/0269	800,000	180,000	M+1		
249	AD/0271	800,000	180,000	M+4		
250	AD/0277	800,000	180,000	M+1		
251	AD/0337	800,000	180,000	M+1		
252	AD/0339	800,000	180,000	M+5		
253	AD/0343	800,000	180,000	M+2		
254	AD/0365	800,000	180,000	M+4		
255	AD/0553	800,000	180,000	M		
256	AD/0574	800,000	180,000	M+3		
257	AD/0588	800,000	180,000	M+1		
258	AD/0791	800,000	180,000	M		
259	AD/0799	800,000	180,000	M+3		
260	AD/0768	900,000	180,000	M+1		
261	AD/0085	900,000	180,000	M+2		
262	AD/0135	900,000	180,000	M		
263	AA/0038	900,000	180,000	M+2		
264	AD/0048	900,000	180,000	M+3		
265	AD/0102	900,000	180,000	M+2		
266	AD/0165	900,000	180,000	M+1		
267	AD/0331	900,000	180,000	M		
268	AD/0705	900,000	180,000	M+4		
269	AD/0795	900,000	180,000	M		
270	AD/0063	1,000,000	200,000	M+1		
271	AD/0103	1,000,000	200,000	M+2		
272	AD/0259	1,000,000	200,000	M+4		
273	AD/0692	1,000,000	200,000	M+3		
274	AD/0776	1,000,000	200,000	M+3		
275	AD/0787	1,000,000	200,000	M		
276	AA/0626	1,200,000	200,000	M+1		
277	AA/0497	1,200,000	200,000	M+1		
278	AA/0498	1,200,000	200,000	M+4		
279	AA/0499	1,200,000	200,000	M+2		
280	AA/0612	1,200,000	200,000	M		
281	AA/0500	1,200,000	200,000	M		
282	AA/0035	1,200,000	200,000	M+1		
283	AA/0040	1,200,000	200,000	M+3		
284	AA/0041	1,200,000	200,000	M+4		
285	AA/0042	1,200,000	200,000	M+2		
286	AA/0056	1,200,000	200,000	M+3		

287	AA/0062	1,200,000	200,000	M+2		
288	AA/0147	1,200,000	200,000	M+1		
289	AA/0152	1,200,000	200,000	M+4		
290	AA/0189	1,200,000	200,000	M		
291	AA/0195	1,200,000	200,000	M+2		
292	AA/0197	1,200,000	200,000	M+4		
293	AA/0201	1,200,000	200,000	M+1		
294	AA/0287	1,200,000	200,000	M+1		
295	AA/0289	1,200,000	200,000	M		
296	AA/0293	1,200,000	200,000	M+5		
297	AA/0295	1,200,000	200,000	M+3		
298	AA/0378	1,200,000	200,000	M+5		
299	AA/0379	1,200,000	200,000	M+2		
300	AA/0383	1,200,000	200,000	M+4		
301	AA/0384	1,200,000	200,000	M+3		
302	AA/0388	1,200,000	200,000	M+4		
303	AA/0421	1,200,000	200,000	M+4		
304	AA/0437	1,200,000	200,000	M+1		
305	AA/0451	1,200,000	200,000	M+3		
306	AA/0454	1,200,000	200,000	M+2		
307	AA/0455	1,200,000	200,000	M+4		
308	AA/0456	1,200,000	200,000	M+2		
309	AA/0480	1,200,000	200,000	M+2		
310	AA/0492	1,200,000	200,000	M		
311	AA/0558	1,200,000	200,000	M+1		
312	AA/0559	1,200,000	200,000	M+2		
313	AA/0560	1,200,000	200,000	M+3		
314	AA/0570	1,200,000	200,000	M+3		
315	AA/0571	1,200,000	200,000	M+4		
316	AA/0572	1,200,000	200,000	M+2		
317	AA/0585	1,200,000	200,000	M+2		
318	AA/0706	1,200,000	200,000	M+3		
319	AA/0708	1,200,000	200,000	M+2		
320	AA/0750	1,200,000	200,000	M		
321	AD/0482	1,200,000	200,000	M+1		
322	AA/0712	1,200,000	200,000	M+1		
323	AA/0614	1,200,000	200,000	M+1		
324	AA/0615	1,200,000	200,000	M+1		
325	AA/0616	1,200,000	200,000	M+2		
326	AA/0619	1,200,000	200,000	M+1		
327	AA/0667	1,200,000	200,000	M		
328	AA/0671	1,200,000	200,000	M		

329	AA/0804	1,200,000	200,000	M		
330	AA/0801	1,200,000	200,000	M		
331	AA/0800	1,200,000	200,000	M+2		
332	AA/0802	1,200,000	200,000	M+3		
333	AA/0621	1,200,000	200,000	M		
334	AA/0788	1,200,000	200,000	M		
335	AA/0784	1,200,000	200,000	M+2		
336	AA/0780	1,200,000	200,000	M+2		
337	AA/0781	1,200,000	200,000	M+4		
338	AA/0783	1,200,000	200,000	M+1		
339	AA/0721	1,200,000	200,000	M+4		
340	AA/0771	1,200,000	200,000	M+1		
341	AA/0749	1,200,000	200,000	M		
342	AA/0453	1,200,000	200,000	M		
343	AA/0226	1,200,000	200,000	M+2		
344	AA/0230	1,200,000	200,000	M+3		
345	AA/0037	1,200,000	200,000	M+3		
346	AA/0050	1,200,000	200,000	M+5		
347	AA/0092	1,200,000	200,000	M+3		
348	AA/0101	1,200,000	200,000	M+4		
349	AA/0108	1,200,000	200,000	M+1		
350	AA/0151	1,200,000	200,000	M+4		
351	AA/0192	1,200,000	200,000	M+4		
352	AA/0194	1,200,000	200,000	M+3		
353	AA/0205	1,200,000	200,000	M		
354	AA/0212	1,200,000	200,000	M+1		
355	AA/0223	1,200,000	200,000	M+3		
356	AA/0224	1,200,000	200,000	M+3		
357	AA/0225	1,200,000	200,000	M+2		
358	AA/0229	1,200,000	200,000	M+6		
359	AA/0282	1,200,000	200,000	M+3		
360	AA/0304	1,200,000	200,000	M+3		
361	AA/0306	1,200,000	200,000	M+5		
362	AA/0382	1,200,000	200,000	M+5		
363	AA/0387	1,200,000	200,000	M+3		
364	AA/0445	1,200,000	200,000	M+4		
365	AA/0487	1,200,000	200,000	M		
366	AA/0506	1,200,000	200,000	M+4		
367	AA/0522	1,200,000	200,000	M		
368	AA/0525	1,200,000	200,000	M		
369	AA/0531	1,200,000	200,000	M+4		
370	AA/0532	1,200,000	200,000	M+4		

371	AA/0535	1,200,000	200,000	M+1		
372	AA/0594	1,200,000	200,000	M+3		
373	AA/0597	1,200,000	200,000	M+4		
374	AA/0605	1,200,000	200,000	M+1		
375	AA/0607	1,200,000	200,000	M+4		
376	AA/0608	1,200,000	200,000	M+3		
377	AA/0631	1,200,000	200,000	M+3		
378	AA/0645	1,200,000	200,000	M+4		
379	AA/0661	1,200,000	200,000	M+2		
380	AA/0662	1,200,000	200,000	M+2		
381	AA/0664	1,200,000	200,000	M+2		
382	AA/0665	1,200,000	200,000	M+2		
383	AA/0677	1,200,000	200,000	M+3		
384	AA/0679	1,200,000	200,000	M+3		
385	AA/0709	1,200,000	200,000	M		
386	AA/0713	1,200,000	200,000	M+3		
387	AA/0714	1,200,000	200,000	M+1		
388	AA/0715	1,200,000	200,000	M+1		
389	AA/0729	1,200,000	200,000	M+1		
390	AA/0767	1,200,000	200,000	M+2		
391	AA/0716	1,200,000	200,000	M+3		
392	AA/0720	1,200,000	200,000	M+2		
393	AA/0727	1,200,000	200,000	M+2		
394	AA/0731	1,200,000	200,000	M+3		
395	AA/0734	1,200,000	200,000	M+4		
396	AA/0717	1,200,000	200,000	M+1		
397	AA/0052	1,200,000	200,000	M+4		
398	AA/0663	1,200,000	200,000	M+4		
399	AA/0575	1,200,000	200,000	M+3		
400	AA/0459	1,200,000	200,000	M+3		
401	AA/0566	1,200,000	200,000	M+4		
402	AA/0793	1,200,000	200,000	M+4		
403	AA/0797	1,200,000	200,000	M+4		
404	AA/0801	1,200,000	200,000	M+2		
405	AA/0069	1,600,000	200,000	M+3		
406	AA/0105	1,600,000	250,000	M+3		
407	AA/0239	1,600,000	250,000	M+4		
408	AA/0051	1,600,000	250,000	M+4		
409	AA/0242	1,600,000	250,000	M		
410	AA/0250	1,600,000	250,000	M		
411	AA/0251	1,600,000	250,000	M+1		

412	AA/0260	1,600,000	250,000	M+3		
413	AA/0447	1,600,000	250,000	M+1		
414	AA/0521	1,600,000	250,000	M+1		
415	AA/0590	1,600,000	250,000	M+1		
416	AA/0730	1,600,000	250,000	M+4		
417	AA/0805	1,600,000	250,000	M+1		
418	AD/0008	1,600,000	250,000	M+2		
419	AD/0636	1,600,000	250,000	M+2		
420	AD/0637	1,600,000	250,000	M+1		
421	AD/0672	1,600,000	250,000	M+4		
422	AD/0067	1,700,000	300,000	M+1		
423	AA/0031	1,800,000	300,000	M+4		
424	AA/0076	1,800,000	300,000	M+1		
425	AA/0208	1,800,000	300,000	M+3		
426	AA/0249	1,800,000	300,000	M+5		
427	AA/0241	1,800,000	300,000	M+2		
428	AA/0353	1,800,000	300,000	M+5		
429	AA/0373	1,800,000	300,000	M+2		
430	AA/0641	1,800,000	300,000	M+1		
431	AA/0683	1,800,000	300,000	M+2		
432	AA/0796	1,800,000	300,000	M+3		
433	AA/0798	1,800,000	300,000	M+3		
434	AD/0778	1,600,000	300,000	M+2		
435	AA/0075	2,000,000	300,000	M+2		
436	AA/0263	2,000,000	300,000	M+2		
437	AD/0688	2,000,000	300,000	M+4		
438	AA/0302	5,000,000	500,000	M+2		
439	AD/0469	5,000,000	500,000	M+1		
440	AD/0686	5,000,000	500,000	M+2		
441	AD/0107	7,000,000	700,000	M+2		
442	Council Member	2,000,000	100,000	M		
443	Council Member	2,000,000	100,000	M		
444	Council Member	2,000,000	100,000	M		
445	Council Member	2,000,000	100,000	M		
446	Council Member	2,000,000	100,000	M		

PREMIUM SUMMARY EMPLOYEES COVER

COVER TYPE	Total Premium
In-patient	
Out-patient	
Total Incl. of taxes	

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 of20.....

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.....