



UNIVERSITY OF EMBU

TENDER NO UoEm/16/2019-2020

FOR PROVISION OF STAFF MEDICAL INSURANCE

COVER

SECTION I - INVITATION TO TENDER

TENDER REF: UoEm/16/2019-2020

TENDER NAME: Provision of Staff Medical Insurance Cover

1.1 University of Embu invites sealed tenders from eligible candidates for **Provision of Staff Medical Insurance Cover.**

1.2 The winning bidder will serve a 3 year contract by signing a one year contract renewable for the next two years on yearly basis upon satisfactory performance.

1.3 Interested eligible candidates may obtain further information from and inspect the tender documents at Procurement Office 1st floor of Administration Block, University of Embu, P. O. Box 6 -60100 EMBU during normal working hours.

1.2 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.

1.4 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at **tender box at University of Embu, P. O. Box 6-60100 Embu or to be addressed to the Vice-Chancellor, University of Embu** so as to be received on or before **24th July 2019 at 11.00 am.**

1.5 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at **University of Embu, P. O. Box 6-60100 Embu,** Procurement Boardroom on First Floor of the Administration Block.

**The Vice-Chancellor,
University of Embu.**

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 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 (if applicable)
- (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.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for 60 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.
 - b) bear tender number and name in the invitation to tender and the words, " DO NOT OPEN BEFORE **24th July 2019 at 11.00 am**

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

2.15.4 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 July 2019 at 11.00 am.**

2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 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.

2.16.3 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, at **11.00 am, 24th July 2019** 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. 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 30 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 – NOT APPLICABLE

- 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	-The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender. -Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible
2.15.2 (b)	Inner and outer envelopes to bear the tender number and name in the invitation to tender and words " DO NOT OPEN BEFORE" 24 th July 2019 at11.00 am.
2.16.1	Tenders must be received at the address specified under paragraph 2.15.2 not later than Wednesday 24 th July 2019 at11.00 am.
2.18.1	Tender will be opened in the presence of tenderer's representative who choose to attend 24 th July 2019 at11.00 am.

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 date

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

- 3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.82. 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

- 3.1.1 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.
- 3.1.2 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.

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Not applicable
3.7 Delivery of Services	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	The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
3.9 Price adjustment	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
3.16 Applicable law	Kenyan Law
3.18 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. University of Embu, P.o.Box 6- 60100 Embu Email info@embuni.ac.ke

EVALUATION CRITERIA

1. MANDATORY EVALUATION CRITERIA

S/NO	REQUIREMENT	ATTACH/FILL/SIGN&STAMP
1.	Copy of a certificate of Corporation	Attach
2.	CR12	Attach
3.	Confidential Business Questionnaire (page 40)	Duly filled and signed
4.	Declaration and commitment to Code of Ethics (page 36)	Duly signed and stamped
5.	Copy of a Valid Tax Compliance certificate	Attach
6.	Form of Tender (page 38)	Duly filled and signed
7.	Serialized bid documents	All pages of all bid documents must be serialized.
8.	Must be a Member of Association of Kenya Insurance (AKI)	Attach copy of certificate
9.	Must be registered with the Insurance Regulatory Authority	Attach current certificate

NB: Those bidders who do not meet the mandatory criteria will not proceed to technical stage.

2. TECHNICAL

EVALUATION

S/NO	REQUIREMENT	MAXIMUM SCORE
1.	Firm's Experience: Evidence and/or recommendations from at least Three LARGE organizations that your firm has served in the recent 2 years ie 2017 and 2018.	30
2.	Firm's Financial Capability: Audited reports for 2017 and 2018	10
3.	Firms Ability to pay medical claims:	30

	Provide evidence of ability and experience to pay medical claims of at least Kshs.50 million per annum in the last three years ie 2016,2017 and 2018.	
4.	Qualification & Experience of key personnel: Attach CVs and professional/academic certificates of senior staff handling medical scheme -2 Cvs for Senior Management @2.5 marks =5 marks -2 Cvs for Insurance Professionals @2.5 marks =5 marks -5 Cvs for medical Professionals @1mk =5 marks	15
5.	Adequacy of Medical Service Providers: a) The firm should have a wide network of health services providers country-wide. Attach a list of the panel of health services providers (5 marks). b) Evidence of established International network of service provider panel for overseas referrals and should indicate clearly the procedures involved for their referrals (5 marks).	10
6.	Evacuation Services: The firm should have Contractual agreements for Emergency Air Evacuation and Road Ambulance Services. The ambulance services should be made available by the health facility to the members at no extra cost for transferring to another health facility. (Attach list of companies and their contacts).	5

Total score for Technical Evaluation is 100 marks. Only bidders who score 70 marks and above will be considered for Financial Evaluation. Those who score below 70 marks will be eliminated at this stage from the entire evaluation process and will not be considered further.

SECTION V - SCHEDULE OF REQUIREMENTS

1. (DETAILS OF INSURANCE COVERS)

PROPOSED BENEFIT LEVELS FOR MEMBERS AND DEPENDANTS

Job grade	Family size	No. of staff	In-Patient	Out-Patient	Optical	Dental
Vice-Chancellor	M	0	5,000,000.00	300,000.00	50,000.00	50,000.00
	M+1	0				
	M+2	0				
	M+3	1				
	M+4	0				
	M+5	0				
Sub Total-Vice-Chancellor		1				
Deputy Vice-Chancellors			3,500,000.00	250,000.00	40,000.00	40,000.00
	M	0				
	M+1	1				
	M+2	1				
	M+3	0				
	M+4	0				
	M+5	0				
Sub Total-Deputy Vice-Chancellors		2				
Professors/Registrars			2,000,000.00	150,000.00	25,000.00	25,000.00
	M	1				
	M+1	0				
	M+2	1				
	M+3	0				
	M+4	1				
	M+5	0				
Sub Total-Associate Professors		3				
Associate Professors			1,750,000.00	140,000.00	20,000.00	20,000.00
	M	0				
	M+1	0				
	M+2	1				

Job grade	Family size	No. of staff	In-Patient	Out-Patient	Optical	Dental
	M+3	1				
	M+4					
	M+5					
Sub Total-Associate Professors		2				
Senior Lecturers and Lecturers			1,500,000.00	120,000.00	15,000.00	15,000.00
	M	9				
	M+1	12				
	M+2	18				
	M+3	13				
	M+4	7				
	M+5	3				
Sub Total-Snr. Lect. and Lecturers		62				
Assistant Lecturers and tutorial fellows			1,000,000.00	100,000.00	10,000.00	10,000.00
	M	5				
	M+1	4				
	M+2	7				
	M+3	6				
	M+4	0				
	M+5	0				
Sub Total-Assistant Lect. and TF		22				
14-13			1,300,000.00	100,000.00	12,000.00	12,000.00
	M	0				
	M+1	0				
	M+2	0				
	M+3	1				
	M+4	0				
	M+5	0				
Sub Total-Grade 14 - 13		1				
11-12			1,000,000.00	100,000.00	10,000.00	10,000.00
	M	3				
	M+1	3				
	M+2	4				
	M+3	3				
	M+4	1				

Job grade	Family size	No. of staff	In-Patient	Out-Patient	Optical	Dental
	M+5	1				
Sub Total-Grade 11 - 12		15				
E/F			800,000.00	80,000.00	10,000.00	10,000.00
	M	4				
	M+1	10				
	M+2	5				
	M+3	5				
	M+4	4				
	M+5	1				
Sub Total-Grade E/F		29				
C/D			700,000.00	70,000.00	10,000.00	10,000.00
	M	35				
	M+1	18				
	M+2	9				
	M+3	7				
	M+4	3				
	M+5	0				
Sub Total-Grade C/D		72				
A/B			600,000.00	60,000.00	10,000.00	10,000.00
	M	11				
	M+1	15				
	M+2	14				
	M+3	10				
	M+4	3				
	M+5	0				
Sub Total-Grade A/B		53				
IV-I			500,000.00	50,000.00	8,000.00	8,000.00
	M	7				
	M+1	13				
	M+2	20				
	M+3	17				
	M+4	2				
	M+5	1				
Sub Total-Grade IV-I		60				
Total		322				

MEDICAL INSURANCE COVER TOR

a) In-patient Benefits

- Admission in NHIF accredited hospitals.

- Accommodation for parent/guardian accompanying a child below 12 years
- Doctor's, Surgeons, and specialist fees.
- Laboratory investigations, x-rays, ultrasound, ECG, MRI scans
- Prescribed drugs, dressings, surgical appliances, and nursing procedures.
- Theatre including surgeon's fees and anesthetists' fees.
- Intensive care (ICU)/High Dependency Unit (HDU)
- Radiotherapy, chemotherapy, physiotherapy
- Day Care surgery
- Post hospitalization visits/follow-ups up to **Kshs 30,000/=**

b) Out-patient Benefits

- Consultation with a General Practitioner.
- Consultation with a Specialist.
- Laboratory investigations and X-rays.
- Prescription medicines
- Outpatient procedures e.g. dressing.

c) Extra Benefits

- First emergency operation for caesarean section up to **Kshs.150,000/= within the inpatient cover.**
- Cover for pre-existing, chronic, HIV/AIDS and related conditions up to 50% within the inpatient cover
- Local Road and Air Evacuation in case of emergency
- International cover limited to 6 weeks.
- International treatment if not locally available

Established Credit Facility

The scheme will run on a smart card facility system. Each member will be issued with a smart card for identification with selected service providers. The network of service providers will be determined depending on the geographical distribution of members.

In addition to credit facilities members will be reimbursed 100% of their claims if they use facilities/doctors outside the approved panel.

Salient Features

Eligibility age	Children	From birth to 18 years; 25 years subject to proof of full time learning
	Employee & Spouse	up to 70 years;
Waiting period	Existing members	None inclusive of maternal care and delivery
	New employees & dependents	14 days for illness related cases; none for accident
Cover outside Kenya	On holiday	Six weeks

	On business	Six weeks
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Price Schedule Form

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
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1.		
2.		
3.		
4.		
5.		

**THE CODE OF ETHICS FOR PERSONS PARTICIPATING IN PUBLIC
PROCUREMENT AND ASSET DISPOSAL ACTIVITIES IN KENYA
PART I STATEMENT OF INTENT**

This Code of Ethics is made pursuant to the provisions of section 181 of the Public Procurement and Asset Disposal Act, 2015 and is intended to set minimum standards of ethical behavior for persons participating in public procurement and asset disposal activities in Kenya and to ensure compliance with the Act and the Regulations and the adoption of good business practices.

1. SCOPE OF APPLICATION.

The Code of Ethics shall apply to persons participating in public procurement or disposal of public assets

2. OBJECTIVE OF THE CODE.

The objective of the Code is to set minimum standards of ethical behavior for persons to ensure compliance with the Act and the Regulations and the adoption of good business practices.

3. COMMITMENT TO THE CODE

A person shall sign and commit to this Code in the form set out in the First Schedule to this Code and submit to the procuring entity as part of the bid documents.

PART II—REQUIREMENTS OR OBLIGATIONS

4. COMPLIANCE WITH THE CONSTITUTION, LAWS AND REGULATIONS

A person participating in public procurement and asset disposal activities shall, among others, comply with the Constitution, the Act and its attendant regulations, this Code of Ethics, rules and practices relating to ethics and integrity, and other laws related to taxation, labour, health and safety standards as well as environmental protection.

5. PROFESSIONALISM

- a) A person participating in public procurement and asset disposal activities shall comply with professional standards of their industry or of any professional body of which they are members.
- b) Where that person is a member of a professional body, the person shall uphold the code of ethics of the respective profession and be of good professional standing.
- c) A person who has been de-registered from a professional body shall not qualify for a tender or be engaged in public procurement.

6. ETHICS AND INTEGRITY

A person shall at all times maintain unquestionable standards of ethics and integrity in the public procurement and disposal process.

7. COURTESY AND RESPECT

A person participating in public procurement and disposal process shall accord respect and courtesy to the public officer(s) and other persons in all their dealings.

8. IMPARTIALITY

A person shall not engage in any act that may promote or encourage patronage, tribalism, cronyism and nepotism or any other form of preferential treatment in the public procurement or disposal proceeding.

9. GIFTS, FAVORS AND OTHER BENEFITS

A person shall not offer or give gifts of any kind to public entities or the employees except as may be authorized by law, regulations, policies and codes of conduct from time to time issued by the Authority or any other relevant agencies.

10. PROHIBITION AGAINST CORRUPT, FRAUDULENT, COERCIVE, COLLUSIVE AND UNETHICAL PRACTICES

A person shall not —

- (a) contact, unduly influence or exert pressure on any member of a committee or any other employee, agent of a procuring entity to take a particular action which favors or tends to favor them;
- (b) engage in any form of corruption, collusive, coercive and or unethical practices;
- (c) engage in, nor be a party to, agreements, business practices or conduct that, as a matter of law, are anti-competition; or
- (d) directly or indirectly engage in any act that may interfere or have adverse effects on the procurement or disposal proceeding.

11. Conflict of interest and limitation to enter into contract

(i) A person shall not enter into a contract with a procuring entity if the person

- (a) is an employee of the procuring entity or a member of a board or committee of the procuring entity;
- (b) is a State officer or public officer or a member of a committee or board of that state organ or public entity, or an officer of that public entity or state organ; or
- (c) has not satisfied eligibility requirements outlined in section 55 of the Act.

(ii) A person shall not accept a contract whose performance would constitute a conflict of interest arising from any other previous or the subject contract.

(iii) A person shall disclose any potential or actual conflict of interest to a procuring entity using a format provided in the bid document.

12. PERFORMANCE OF DUTIES

(i) A person shall—

- (a,) sign and commit to Code of Ethics in a tender, proposal or quotation submitted and failure to commit to the Code of Ethics shall lead to automatic disqualification;
 - (b) obtain and submit bid documents in the manner prescribed in the tender or disposal notice and tender documents;
 - (c) ensure that certified copies of all mandatory documents required in procurement or disposal proceeding such as certificates are availed; and
 - (d) supply the right quantity and quality of the contracted item, deliver at the stipulated time(s) and perform the obligations of the contract.
- (ii) A person shall —
- (a) ensure that competent persons carry out the contractual obligations of the person; and
 - (b) accept full responsibility for all goods, works, services which have been provided.

13.COMMUNICATION OF INFORMATION

A person shall —

- (a) observe communication requirements during the bidding process as provided for in the Act, Regulations, tender documents and practices;
- (b) respond promptly and courteously to all lawful requests for information, clarifications, and complaints in relation to the procurement or a contract;
- (c) ensure that all information provided to procuring entities is given in writing by authorized officers of the person; and
- (d) ensure that information given while participating in public procurement or disposal is true, accurate and fair, and not designed to mislead the procurement entity or the public.

14. DUTY TO DISCLOSE BUSINESS INFORMATION

A person shall at the times of bidding, provide a list of directors, beneficial owners and any other relevant information regarding the business entity through which the person seeks to trade with a procuring entity as may from time be provided in the bid document.

15. DUTY NOT TO GIVE FALSE, MALICIOUS OR MISLEADING INFORMATION

A person shall not give false, malicious or misleading information to a procuring entity, Authority or any other entity regarding any matter involving the procurement or disposal process or a person involved in the procurement or disposal process.

16. CONFIDENTIALITY OF INFORMATION

- (i) A person shall not disclose any information obtained in the course of participation or performance of a procurement or disposal contract to any unauthorized person or use such information to further private interests.
- (ii) The obligation under paragraph Cl) shall continue even after the business or contractual relationship with the procuring entity has come to an end.

17. DUTY TO REPORT IMPROPRIETY OR CORRUPTION

- (i) A person shall reject and report to the Authority or the relevant agency any procurement or disposal practice which might be deemed to contrive the Constitution, laws, regulations and this Code.
- (ii) The report referred to under paragraph (1) shall be in the format prescribed under the Second Schedule.

PART III—COMPLIANCE AND MONITORING OF THE CODE

18. COMPLIANCE WITH THE CODE

A person shall at all times ensure compliance with all the requirements of this Code.

19. STRUCTURES FOR EMPLOYEES AND AGENTS

A person shall put in place proper structures for its employees and agents that are in line with the Act, Regulations and this Code.

20. CO-OPERATION IN CONDUCTING OF DUE DILIGENCE

A person shall cooperate and assist in conducting of due diligence, where a procuring entity conducts on-site evaluations and inspections of the person's facilities or project site, including those of their subcontractors and Joint Venture partners to review their compliance to this Code during execution of the Contract.

21. THE ROLE OF THE AUTHORITY IN ENFORCEMENT OF THE CODE

- a) exercise oversight in the enforcement of this Code. Including taking remedial measures in case of breach of the Code;
- b) on its own motion or upon receipt of a complaint, inquire into the allegation of the violation of the Code of Ethics and take appropriate action including instituting debarment proceedings as provided under the Act and Regulations;
- c) establish a complaints management system for reporting and receiving of complaints on alleged violations Of the Constitution. relevant laws, Regulations and the Code of Ethics.

22. PROHIBITION AGAINST OBSTRUCTION, HINDERANCE, ETC, TO AN OFFICER OF THE AUTHORITY

A person shall not —

- (a) obstruct or hinder an officer of the Authority or any other authorized person from carrying out a duty or function or exercising a power relating to procurement and disposal laws;or

- (b) knowingly or in collusion with others lie to or mislead *a* person carrying out a duty or function or exercising a power relating to procurement and disposal laws.

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS
COMMITMENT TO THE CODE OF ETHICS *(to be submitted as part of any quotation or tender or proposal)*

I (person) on behalf of (Name of the Business/Company/Firm) declare that I have read and fully understood the contents of the Public Procurement and Asset Disposal Act. 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory

Sign

Position

Office address

Telephone

E-mail

Name of the Firm/Company.....

Date

(Company Seal/ Rubber Stamp where applicable).....

Witness Name

Sign

Date

NOTE: SIGNING AND STAMPING OF THIS PAGE IS MANDATORY FAILURE TO DO SO WILL LEAD TO DISQUALIFICATION.

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 _____ 2005

[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 GPA 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 bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age
Nationality Country of origin
Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

	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.....of20...

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.
- etc.

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

- 1.
- 2.
- etc

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

