



TENDER DOCUMENT

FOR

PROVISION OF MEDICAL INSURANCE COVER

UNDERWRITERS ONLY

ACA/OT/001/2019-2020

National Water Plaza 3rd Floor along Dunga Road, Industrial Area Nairobi

ADVERTISEMENT DATE: 06th August, 2019

CLOSING DATE & TIME: 20th August, 2019; AT 10.00AM

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SECTION I

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INVITATION FOR TENDERS

Date 06th August, 2019

TENDER REF. NO. - ACA/OT/001/2019-2020

TENDER NAME: PROVISION OF MEDICAL INSURANCE COVER

- 1.1 The *ANTI-COUNTERFEIT AUTHORITY (A.C.A.)* invites tenders from eligible candidates for provision Medical Insurance Cover for a period of **one year** extendable for one year subject to satisfactory performance.
- 1.2 Interested eligible candidates may obtain a complete set of tender documents by downloading from ACA Website www.aca.go.ke, or www.supplier.treasury.go.ke free of charge. Bidders who download the documents **MUST** register their details with the Authority using the format provided in the tender document.
- 1.3 All clarifications and/or amendments will be published in ACA website www.aca.go.ke and tenderers are required to check for any addendums or amendments in the course of the bidding period prior to the closing date.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.5 All Tenders must be accompanied with **an Original** bid security of **Ksh 500,000** (One hundred thousand shillings). The bid security **SHALL** be issued by a Bank operating in Kenya, in the form and format issued herein, issued in Kenya shillings and must remain valid for one hundred and twenty (120) days from the closing date of the tender.
- 1.6 Bids **MUST** be **PAGINATED** sequentially including all attachments.
- 1.7 Completed tender documents are to be delivered and deposited in the tender box located at the National Water Plaza , 3rd floor along Dunga Road industrial Area, indicating the subject line:- **ACA/OT/001/2019-2020; PROVISION OF MEDICAL INSURANCE COVER** so as to reach THE EXECUTIVE DIRECTOR,ANTI-COUNTERFEIT AUTHORITY,. P.O. Box 47771-00100 NAIROBI, on or before 20th **August 2019 at 10.00 am**. Tenders will be opened immediately thereafter in the presence of Tenderers or their representatives who choose to attend.

SECTION II - INSTRUCTION TO TENDERERS

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2.1. Eligible Tenderers

2.1.1 This Invitation for Tenders is open to **Underwriters Only**. Tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderer 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 Public Procurement and Asset Disposal ACT No. 33 of 2015 Sec 55. (1) States that:-A person is eligible to bid for a contract in procurement or an asset being disposed, only if the person satisfies the following criteria Eligibility to bid.(a) the person has the legal capacity to enter into a contract for procurement or asset disposal; (b) the person is not insolvent, in receivership, bankrupt or in the process of being wound up;(c) the person, if a member of a regulated profession, has satisfied all the professional requirements; (d) the procuring entity is not precluded from entering into the contract with the person under section 38 of this Act;(e) the person and his or her sub-contractor, if any, is not debarred from participating in procurement proceedings under Part XI of this Act; (f) the person has fulfilled tax obligations;(g) the person has not been convicted of corrupt or fraudulent practices; and (h) is not guilty of any serious violation of fair employment laws and practices.

Sec (2) States that:- A person or consortium shall be considered ineligible to bid, where in case of a corporation, private company, partnership or other body, the person or consortium, their spouse, child or sub-contractor has substantial or controlling interest and is found to be in contravention of the provisions of subsection (1) (e), (f), (g) and (h). Sec (3) states that:-Despite the provisions of subsection (2), a person or other body having a substantial or controlling interest shall be eligible to bid where (a) such person has declared any conflict of interest; and (b) performance and price competition for that good, work or service is not available or can only be sourced from that person or consortium. Sec (4) states that:- A State organ or public entity shall require a person to provide evidence or information to establish that the criteria under subsection (1) are satisfied. Sec (5) states that:- A State organ or public entity shall consider as ineligible a person for submitting false, inaccurate or incomplete information about his or her qualifications.

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 This tender document shall not be charged when downloaded from the website:-www.aca.go.ke or supplier.treasury.go.ke
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge from the website:-www.aca.go.ke.

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 services
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Contract Form
 - (ix) Confidential Business Questionnaire Form
 - (x) Tender security Form
 - (xi) Performance security 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 three (3) 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 an 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

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

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

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

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

2.12. Tender Security

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

2.12.2 The tender security amount shall be specified if applicable.

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

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

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

- e) Guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

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

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

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

2.12.8 The tender security may be forfeited:

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

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 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.

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

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 Tenders shall be sealed and indicated with the subject line **ACA/OT/001/2019-2020, MEDICAL INSURANCE COVER**

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 20th **august, 2019 at 10.00 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

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **20th August, 2019**, at 10am

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 shall be delivered to the procurement office on the 3rd floor of the National Water Plaza, along Dunga Road with the subject line: -

ACA/OT/001/2019-2020, PROVISION OF MEDICAL INSURANCE COVER

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 or their representatives who choose to attend, at **10.00 a.m.** 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 through emails, 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 15 days from the date of opening the tender.

2.23. Contacting the Procuring entity

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

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

2.24 Post-qualification

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

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

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

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the highest ranked 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 none 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 his 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/email 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 where applicable 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 The successful tenderer shall sign and date the contract with 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 immediately the notification of contract award is issued.

2.29 Performance Security

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

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

Appendix to Instructions to Tenderers

The following information 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	Particulars of Appendix to instructions to tenderers
2.1	Indicate eligible tenderers: Open to Underwriters only
2.12.1	Particulars of tender security:-If Applicable. Ksh 500,000 (Five hundred thousand shillings) issued by a Bank operating in Kenya , valid for one hundred and twenty (120) days from the closing date of the tender
2.12.4	Form of Tender Security. If Applicable Ksh 500,000 (Five hundred thousand shillings) issued by a Bank operating in Kenya, in the form and format issued herein, issued in Kenya shillings and must remain valid for one hundred and twenty (120) days from the Closing date of the tender.
2.13	Validity of Tenders: Tenders shall remain valid for 120 days after date of Tender Opening
2.15.2.(b)	State day, date and time of tender closing: Tuesday, 20th August, 2019 at 10.00 A.M.
2.16.1	Deadline for submission of Tenders – 20th August, 2019 at 10.00 A.M.
2.16.2	All Documents shall be delivered to the tender box on the 3 rd Floor Reception
2.16.3	Opening of Tenders: Tuesday, 20th August, 2019 at 10.00 A.M.
4.12	<p>Evaluation and Comparison of Tenders: Award will be based Quality and Cost</p> <p>The proposals will be evaluated in three stages as follows: A) Stage One Mandatory Requirements:</p> <p>1. Must submit copies of the following documents:</p> <ul style="list-style-type: none"> • Certificate of Registration or Incorporation. • Valid Tax Compliance Certificate. • Current certificate of registration with the Insurance Regulatory Authority • Current membership certificate from Association of Kenya Insurers (AKI) • Completely Filled Confidential Business Questionnaire • Completely Filled Form of tender and price schedule in the formats provided <p>N/B: ALL THE ABOVE MUST BE MET TO QUALIFY FOR THE 2ND STAGE</p>

B) Stage Two: Technical Evaluation (Total Points 100)

1. Specific experience of the bidder related to the assignment –Max 20 Points

- ☒ Relevant experience:- Evidence of having undertaken similar services for at least 5 clients for the last 5 years giving the total premium for each. Similar clients means clients with Annual premium of 20 million and above in medical insurance. Attach evidence of client engagement (contract/LPO/award letter), giving the contact person and tel. number). **(4 points each)**

2. Staff Qualifications and experience - Max 12 points

Provide Qualifications and experience of at least 3 professional staff proposed in the team. List the staff and specify portfolio/task allocated. Attach C.Vs and copies of educational & professional certificates, certified by the bidding company.

- ☒ Staff must be professionally qualified and have experience of 5 years. **(4 points each).**

3. Suitability of the proposed scheme,- Max 15 Points

Illustrate in narrative form the suitability of the scheme including extensiveness of service providers, flexibility and convenience. Provide details of any added benefits and applicability. The products MUST be responsive to the requirements (information shall be confirmed by the client from applicable references).

4. Network Coverage – Max 10 Points. As explained in the specifications.

5. Scheme administration (enumerate) – Max **10 points.** As explained in the specifications.

6. Utilization/ Case management (enumerate) – Max **8 Points.** As explained in the specifications.

7. Financial stability of the Underwriter– Max 4 points

Provide audited accounts for the last 2 years showing paid up capital of at least 50 million

- ☒ Kshs.50 - 100 million – **2 points.**
- ☒ Kshs.101 - 200 million – **5 points.**
- ☒ Over Kshs.200 million – **4 points.**

8. Pitching – Max 10 marks

The Pass mark for Technical Evaluation will be 70 points. Low marks (below 15 points) under responsiveness criteria (3 above) shall also lead to a qualified disqualification. Candidates that will have attained those points will have their financial proposals evaluated.

The weight given to the **Technical** Proposal (T) will be 0.7

	<p>C) <u>Stage Three: Financial Evaluation</u></p> <p>The evaluation committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail.</p> <p>The commercial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, the Policy Excess amounts, exclusion clauses, and other pertinent terms and conditions of tender.</p> <p>The formulae for determining the Financial Score (Sf) shall be as follows:- $Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration.</p> <p>The weight given to the Financial Proposal (P) will be 0.3</p> <p>Combined Weighted score</p>
	<p>Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1).</p> <p>The combined technical and financial score, S, is calculated as follows: - $S = St \times T \% + Sf \times P \%$. The successful firm will be the firm that achieves the highest combined technical and financial score and may be invited for negotiations.</p>

SECTION III - GENERAL CONDITIONS OF CONTRACT

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3.1. Definitions

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

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

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not superseded 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 fourteen (14) 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.

- e) Guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

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 charged 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 Contractor 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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV; SPECIAL CONDITIONS OF CONTRACT

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

Reference of general conditions of contract	Special condition of contract
3.6.1 Performance security	Applicable; 10% of the contract price, from a commercial bank.
3.7.1 Delivery of Services	The Contract period will be 12 months with an option of 12 months renewal subject to Satisfactory Performance
3.8 Payment	After signing of the Contract
3.9 Price adjustment	No Price adjustments allowed within 12 months. Any adjustments allowable must be notified and approved 90 days before effective date.
3.16 Applicable law	Laws of Kenya
3.18 Notices	Procuring Entity; Executive director, Anti-counterfeit Authority. National Water Plaza, 3 rd Floor along Dunga Road Industrial Area P. O. Box 47771-00100 NAIROBI

SECTION V: TECHNICAL SPECIFICATION

The following specifications provide the minimum requirements for the services. Bidders are free to enhance the benefits.

Option: Fully Insured (In-Patient, Out Patient, maternity, dental and optical)

(A) MEDICAL INSURANCE

1. Inpatient & outpatient

The Inpatient scheme caters for illnesses requiring hospitalization. The Inpatient scheme was established to ensure the beneficiaries receive quality health care in case of hospitalization. The inpatient scheme deals with:

- (a) admission to hospital;
- (b) treatment while in hospital; and
- (c) Discharge from hospital and the cost of treatment thereof.

The Outpatient scheme deals with cases of illness not requiring admission into a hospital. Under this scheme, beneficiaries require examinations, diagnosis and speedy treatment at health clinics, hospitals etc with the aim of preventing any ailment or illness from growing into cases requiring hospitalization.

2. *Need for Medical Service Provider*

Anti-counterfeit Authority wishes to contract a reputable Insurance Company, to provide **Inpatient and Outpatient medical services** at a cost in line with the Anti-counterfeit Authority's budget.

Bidders must quote for both in-and out-patient medical insurance cover.

The insurance Underwriters Company will be expected to provide a scheme that entails benefits which ensure members of staff receive quality health care. While it is appreciated that medical schemes come with inherent controls and procedures, Anti-counterfeit Authority is hoping that the selected provider will look at the possibility of ensuring that any controls and procedures are not unnecessarily bureaucratic and cumbersome.

Other information that is required includes:

Particulars of cover

NB. The **medical cover exclusions**, where applicable, **MUST** be clearly stated on a separate cover giving specific details of each excluded condition.

One must also provide: -

- ☒ Full details of what the cover provides

- ☒ Eligible expenses included in the in-patient cover
- ☒ Eligible expenses included in the out-patient cover
- ☒ Full details of what the cover excludes
- ☒ Dependents eligibility

All bidders are required to **fully provide information on whether the in/out patient medical cover incorporates** the following. The costs for these should be shown separately.

- Funeral cover/ last expense and free cover limit if any
- Dental
- Optical
- Maternity
- Evacuation

If **YES** on any of the above, enumerate on a separate cover the following

- ☒ Full details of what the cover provides
- ☒ Full details of what the cover excludes

3. Network coverage

The tenderer is required to provide the following:-

- (a) Full details of towns and regions/counties where the insurance Underwriters Company is represented in Kenya.
- (b) The appointed Hospitals, Clinics and Doctors all over the country that can be accessed by Anti-counterfeit Authority employees and their dependents, classified as high, medium and low cost. Enumerate their respective costs for all the services pertaining the covers.
- (c) Full details of the medical cover outside Kenya and all exclusions that are applicable.

This is taking into consideration that Anti-counterfeit Authority employees are headquartered in Nairobi, with regional offices in Mombasa, Eldoret, Kisumu, Isebania, Namanga, Busia, Malaba and Moyale.

Their family members do not necessarily stay with them, some may be staying up country, and

Anti-counterfeit Authority members of staff frequently travel out of the country on official duties.

4. Utilization / Case Management

1. Give a detailed report on how the cover is going to be administered.
2. Give an analysis on how the service provider intends to address the following issues/procedures:-
 - (a) Admission of members into the cover
 - (b) Admission of members with pre-existing conditions into the cover
 - (c) Admission of HIV/AIDS related cases to the cover

- (d) Procedure to be followed for overseas cover
- (e) Procedure to be followed to procure last expense (if any in your package).

5. Claims administration

Give details of the claims settlement turnaround time. Note the time indicated will be used to review the performance of the Underwriter for any future renewal of contract.

6. Financial Stability

Bidders should provide documentary prove that they are financially sound. The tender documents must be accompanied with Audited Accounts for the last two years.

7. Scope of Services:

The medical scheme will be expected to provide:

(a) Inpatient Services:

The In-patient cover benefit will be fully enhanced with pre-existing illnesses, chronic and HIV/aids conditions and include but not limited to the following benefits:

- ☒ Accidental and illness hospitalization (accommodation, doctor(s)' fees, operating theatre, ICU charges, physiotherapy, prescribed drugs, dressings surgical appliances, X-rays)
- ☒ In-patient surgery
- ☒ Admission bed (standard private)
- ☒ First non-elective and emergency caesarean
- ☒ Hospitalization due to dental and optical cases
- ☒ Gynecological illnesses and operations.
- ☒ Post hospitalization benefits
- ☒ Ambulance rescue/evacuation (both road and air)
- ☒ maternity
- ☒ Congenital conditions.
- ☒ E.N.T.
- ☒ Additional benefits/provisions should be specified by the bidder.

(b) Outpatient Services

Provide quality outpatient medical services. The outpatient scheme should encompass the following benefits:

Routine outpatient consultation, including gynecological cases. Diagnostic Laboratory and Radiology services;

Prescribed Physiotherapy;

Prescribed drugs and dressings;

HIV/AIDS related conditions and prescribed ARV's

Routine Immunization (KEPI)

Routine Antenatal checkups (Max 1 U/S exam)
 Postnatal care up to six weeks post-delivery; Chronic
 and recurring conditions;

Outpatient Emergency Ambulance Services; Dental
 services (or fund management option) Optical services
 (or fund management option) Immunizations;

Counseling services;

Specialist opinion on referral basis

Health Education (wellness programmes)
 Congenital conditions.

E.N.T.

Any additional benefits should be specified by the bidder

(c) Service Providers

The medical service Provider identified should have an extensive and reputable network of Hospitals, Clinics, Pharmacies and Laboratories within easy reach of the Agency's Staff and their dependents.

(d) Out of station

Once in a while Anti-counterfeit Authority staff may be required to perform their duties out of station or travel within the country or overseas to attend training, seminars or workshops. Provision for such cases should be included in the proposal.

(e) Special Treatment

There are cases, which may require special treatment owing to medical history of a few members of staff. This issue will be discussed with the selected tenderer.

8) MEDICAL LIMITS DEFINED / PRICE SCHEDULES FORMS.

Inpatient Limits

Count	Benefit	Family Unit	Type	COVER LIMITS PER FAMILY (kshs)					
				1,500,000					
				PREMIUMS (kshs)					
25	Inpatient	M	Person						
9	Inpatient	M+1	Family						
25	Inpatient	M+2	Family						
25	Inpatient	M+3	Family						
17	Inpatient	M+4	Family						
15	Inpatient	M+5	Family						
			Grand Total						
			PHCF						

	Training Levy							
	Stamp							
	Duty							
	<u>Total -</u>							
	<u>1 year</u>							

i. outpatient benefit table

(Enumerate here)

****BED / WARD cover will be THE TOTAL COST NET OF (LESS) NHIF REBATE.

Give accurate cost details of the various classes of your appointed Hospitals/clinics with their categories of wards/beds, including I.C.U. and H.D.U.

ii. Outpatient Limits

Count	Benefit	Family Unit	Type	COVER LIMITS PER FAMILY (kshs)							
				300,000	275,000	225,000	175,000	150,000	100,000		75,000
				PREMIUMS (kshs)							
25	Outpatient	M	Person								
9	Outpatient	M+1	Family								
25	Outpatient	M+2	Family								
25	Outpatient	M+3	Family								
17	Outpatient	M+4	Family								
15	Outpatient	M+5	Family								
116	393 lives		Grand Total								
			PHCF								
			Training Levy								
			Stamp Duty								
			<u>Total -</u>								
			<u>1 year</u>								

NB; M – Limit of Kshs. 75,000/=

M + 1 Limit of Kshs. 100,000/=

M+2 –Limit of Kshs. 175,000/=

M+3 –Limit of Kshs. 225,000/=

M+4 – Limit of Kshs. 275,000/=

M+5 – Limit of Kshs. 300,000/=

Enumerate outpatient benefits

V. Maternity

The cover should provide for the normal deliveries, emergency caesarian cases and other related complications.

Cover Limit per family (Kshs)				
200,000				
Premiums/ PHCF/training levy/stamp duty/e.t.c. (kshs)				

vi. Dental

The cover should cater for all non-accidental dental procedures and cases, extractions - premiums based on benefits:

Cover Limit per person (kshs)				
		20,000		
Premiums/ PHCF/training levy/stamp duty/e.t.c. (kshs)				

vii. Optical

The cover should cater for all optical procedures, replacement or new lenses and other routine check ups as advised by optician - premiums based on benefits:

Cover Limit per person (kshs)				
		20,000		
Premiums/ PHCF/training levy/stamp duty/e.t.c. (kshs)				

9) Exclusions / provisions;

The Provider should clearly state in writing all **exclusions/provisions** (alluded or not) in all the proposed covers.

10) The Medical Scheme Provider

We shall consider Insurance Health Providers (Underwriters) who specialize in underwriting the medical expenses on payment of premiums.

11) Cost of the Proposed Staff Medical Scheme

Costing should be based on the following:

Type	Family unit	Count	Benefit
Person	M (member)	25	In & Out patient
Family	M+1	18	In & Out patient
Family	M+2	75	In & Out patient
Family	M+3	100	In & Out patient
Family	M+4	85	In & Out patient
Family	M+5	90	In & Out patient
	116	393	

- ☒ **The total employees: 116 employees**
- ☒ **The dependents: 393 lives to be covered.**



SECTION VI: PRICE SCHEDULE AND SUMMARY OF PRICE BREAKDOWN

No.	Item	Total Price	Remarks
1	Medical Cover		

NOTE:-

Detailed breakdown of costs should be provided for Inpatient, Outpatient and other services in accordance with the options in this tender

Tenderers are required to indicate the administrative costs for the pool fund and any other terms and conditions clearly.

Duly authorized to sign Tender for and on behalf of: _____

Name: _____

Designation: _____

Signature of tenderer: _____

SECTION VI - STANDARD FORMS

Notes on the standard Forms

NO.	FORM	DESCRIPTION
1.	Price Schedule Form	The price schedule form must be completed and submitted with the tender
2.	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
3.	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.
4.	Confidential Business Questionnaire Form	This form must be completed by the tenderer and submitted with the tender documents
5.	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
6.	Registration Form	The form shall be completed and submitted before the tender is submitted

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 Medical Insurance 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 Medical Insurance 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 Provision of Medical Insurance and has accepted a tender by the tenderer for the provision 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:

the Tender Form and the Price Schedule submitted by the tenderer; the Schedule of Requirements

the Details of services

the General Conditions of Contract the Special Conditions of Contract; and

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 Cleaning and fumigation services 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 particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form.

Part 1 General

Business Name

Location of Business Premises

Plot No, Street/Road

Postal address Tel No. Fax 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

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>																				
	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Part 2 (c) – Registered Company</p>																				

Private or Public State the nominal and issued capital of company, Nominal Kshs. Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.			

	2. 3. 4.
	Date.....Signature of Candidate.....

Tender Security Form

Whereas..... *[name of the tenderer]*
(hereinafter called "the tenderer") has submitted its tender dated*[date of submission of tender]* for the provision of.....
[name and/or description of the goods]
(hereinafter called "the Tender").....

KNOW ALL PEOPLE by these presents that WE.....
of..... having our registered office at
(hereinafter called "the Bank"), are bound unto.....
[name of Procuring entity] (hereinafter called "ACA") in the sum of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) Fails or refuses to execute the Contract Form, if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instructions to tenderers;

We undertake to pay to ACA 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 ACA will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

[Signature of the bank]

Registration Form

PROVISION OF MEDICAL INSURANCE

TENDER NO: ACA/ OT/001/2019-2020

Bidders Name	
Postal address	
Telephone contact	
Email contact	
Authorized person's Name and position	