



**TVET CURRICULUM DEVELOPMENT, ASSESSMENT AND CERTIFICATION COUNCIL  
(TVET CDACC)**

**STANDARD TENDER DOCUMENT  
FOR  
PROCUREMENT OF INSURANCE SERVICES**

**PROVISION OF MEDICAL INSURANCE COVER FOR TVET CDACC STAFF**

**TENDER NO: CDACC/T/003/2019-2020**

**TENDER NO: CDACC/T/003/2019-2020**

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## **INTRODUCTION**

- 1.1 This standard tender document for procurement of insurance services has been prepared for use by public entities in Kenya in the procurement of all types of insurance covers as per the Public Procurement and Disposal Act 2005.
- 1.2 The following general directions should be observed when using the document;
  - (a) Specific details should be furnished in the invitation to tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
  - (b) The instructions to tenderers and the General conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and appendix to instructions to tenderers respectively.
- 1.3
  - (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.
  - (c) The invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following an invitation for expression of interest for which the invitation is issued.
- 1.4 The cover of the tender document should be modified to include:
  - I. Tender number.
  - II. Tender name.
  - III. Name of procuring entity.

**SECTION I - INVITATION FOR TENDERS**

**Date: 20<sup>TH</sup> JANUARY, 2020**

**TENDER REF. NO. (*CDACC/T/003/2019-2020*) TENDER NAME (Provision of Medical Insurance Cover for TVET CDACC staff)**

- 1.1 **TVET Curriculum Development, Assessment and Certification Council** invites sealed tenders from eligible candidates for **Provision of Medical Insurance Cover for TVET CDACC staff**.
- 1.2 Interested eligible candidates may obtain further information from **Supply Chain Management Services Office, at Teleposta Towers, 25<sup>th</sup> Floor, Block C, Uhuru Wing** during normal office working hours.
- 1.3 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 **TVET Curriculum Development, Assessment and Certification Council, 25<sup>th</sup> Floor, Teleposta Towers, Block C, Uhuru Wing**, or be addressed to **The Chief Executive Officer, TVET Curriculum Development, Assessment and Certification Council, P.O Box 15745-00100, NAIROBI** so as to be received on or before **Wednesday, 5<sup>th</sup> February, 2020 at 10:00 am East African Time**.
- 1.5 Tenders will be opened immediately thereafter in the presence of the candidate's representatives who choose to attend at **TVET CDACC Board Room, Teleposta Towers, 25<sup>th</sup> Floor, Wing C**).

Yours sincerely,

**Dr. Lawrence Guantai, PhD**  
**Council Secretary/CEO,**  
**TVET Curriculum Development, Assessment and Certification Council**

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## **SECTION II - INSTRUCTION TO TENDERERS**

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1. Eligible Tenderers**

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

### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process.

### **2.3 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) Insurance Company's Authorization Form
  - (xi) Declaration Form
  - (xii) 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 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 an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post 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 Tender**

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:

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- (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 its 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 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.



2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

#### **2.14. Format and Signing of Tenders**

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

#### **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender.
- (b) bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE **Wednesday, 5<sup>th</sup> February, 2020 at 10:00 am East African Time.**

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 **Wednesday, 5<sup>th</sup> February, 2020 at 10:00 am East African Time.**

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- 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, on **Wednesday, 5<sup>th</sup> February, 2020 at 10:00 am East African Time** 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 its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.27 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.

## **2.30 Corrupt or Fraudulent Practices**

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

2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

## **Appendix to Instructions to Tenderers**

### **Notes on the Appendix to the Instruction to Tenderers**

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

## **Appendix to instructions to Tenderers**

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

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	<i>Prequalified Insurance firms for financial year 2019-2020</i>
2.15.2 (b)	Wednesday, 5 <sup>th</sup> February, 2020 at 10:00 am East African Time
2.16.1	As 2.15.2 (b) above
2.18.1	As 2.15.2 (b) above



### **SECTION III - GENERAL CONDITIONS OF CONTRACT**

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## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1. Definitions**

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

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

### **3.2. Application**

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

### **3.3. Standards**

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

### **3.4. Use of Contract Documents and Information**

- 3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**

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

### **3.7. Delivery of services and Documents**

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

### **3.8. Payment**

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

### **3.9. Prices**

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

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

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

### **3.10. Assignment**

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

### **3.11. Termination for Default**

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

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

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

### **3.12. Termination for Insolvency**

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

### **3.13. Termination for Convenience**

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

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

### **3.14 Resolution of Disputes**

3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

3.17.1 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.

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

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

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

## **SECTION IV – SPECIAL CONDITIONS OF CONTRACT**

### **4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY**

- 4.1.1 Must be registered with Insurance Regulatory Authority for the current year and a copy of the current license be submitted.
- 4.1.2 Must have done annual gross premiums in previous year of Kshs. 2.0 Billion
- 4.1.3 Must have paid up capital of at least Kshs. 300 million
- 4.1.4 Must give a list of 5 (five) reputable clients (preferably in Public sector)
- 4.1.5 Must submit a copy of the audited accounts for the previous years
- 4.1.6 Must submit copies of the following documents;
  - (a) PIN Certificate
  - (b) Tax Compliance Certificate
  - (c) Certificate of Registration/Incorporation
  - (d) Prove of Registration with the Regulator
- 4.1.7 Must be a member of the Association of Kenya Insurance (AKI)



## **TVET CURRICULUM DEVELOPMENT, ASSESSMENT AND CERTIFICATION COUNCIL (TVET CDACC)**

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### **TERMS OF REFERENCE (TOR'S) FOR PROVISION OF MEDICAL INSURANCE COVER FOR THE TECHNICAL AND VOCATIONAL EDUCATION AND TRAINING CURRICULUM DEVELOPMENT ASSESSMENT AND CERTIFICATION COUNCIL (TVET CDACC) STAFF**

#### **1. BACKGROUND**

The Technical and Vocational Education and Training Curriculum Development Assessment and Certification Council (TVET CDACC) is a body corporate established as provided for in Article 44 (1) of the Technical Vocational Education and Training (TVET) Act No. 29 of 2013. The Council was established to address the various challenges in TVET curricula development and review, assessment and certification.

The mandate of the Council is to undertake design and development of curricula for the training institutions' examination, assessment and competence certification and advise the government on matters related thereto.

#### **2. OBJECTIVE OF THE COVER**

TVET CDACC has planned to procure the services of medical insurance scheme management from an insurance firm registered and regulated by Insurance Regulatory Authority. The primary objective of the cover is to provide a comprehensive in-patient, out-patient, dental and optical medical cover for TVET CDACC members of staff and their dependents (i.e. spouse and their children).

#### **3. SCOPE OF WORK**

The provider is expected to provide a service that is easily available and accessible for TVET CDACC staff and dependents when required. The number of the TVET CDACC staff and their dependents to be covered may change from time to time and the Medical Provider will be advised accordingly.



The following should be **NOTED**:

- TVET CDACC has an approved staff establishment of Sixty-Seven (67). However, complete establishment has not yet been achieved but will be in due course. The cover anticipated is for the principal member, one spouse and a maximum of five (5) children (biological, legally adopted and foster children) aged between zero year to the age of twenty five (25) years if residing with their parents and enrolled in a recognized post-secondary institution or adult above 25 years who depends on the parents due to unavoidable conditions such as medically challenged adult dependents.
- Members limit age is sixty (60) years or retirement age as approved by the government.

#### **4. ANNUAL PREMIUMS**

The annual premiums per benefit should indicate amount payable as follows:

- i. Inpatient
- ii. Outpatient
- iii. Dental
- iv. Optical
- vi. Last expense

#### **5. OUT-PATIENT COVER**

The outpatient benefit package includes both curative & preventive services which comprise, but not limited to:

- i. Diagnostic consultation with a general practitioner registered with the Kenya Medical Practitioners and Dentist Board;
- ii. Diagnostic consultation with a specialist upon referral by a general practitioner;
- iii. Laboratory investigations
- iv. Drugs administration & dispensing
- v. Dental health care services
- vi. Radiological examinations
- vii. Nursing and midwifery services
- viii. Maternal Child Health/Family Planning
- ix. Minor surgical procedures
- x. Optical care
- xi. Physiotherapy
- xii. Attendance to conditions such as, High blood pressure, diabetes, TB and cancer related conditions
- xiii. HIV/Counseling, testing and provision of ant-retroviral drugs

- xiv. Rehabilitation services
- xv. Annual medical check-up
- xvi. Referral for Specialized Services
- xvii. Ambulance services; and
- xviii. Surgery and other medical services deemed fit by the clinician.

## **6. DENTAL CARE**

The Dental cover should provide for

- Dental consultation
- Orthodontics
- Cost of fillings
- Root canal
- Dentures
- X-rays
- Polishing and Scaling
- Tooth extractions including surgical extraction
- Bridges & implants
- Hospital and operating theatre cost.

The Dental Cover can be accessed at a limit of **Ksh. 50,000** for member and dependents for all job groups.

## **7. OPTICAL BENEFITS**

The Optical cover should provide for expenses related to eye treatment;

- Eye testing
- Treatment arising from injury to the eyes caused solely and directly by accident external and visible means or arising from a disease affecting the eye or optic nerve;
- Correction of sight defects
- The supply and fitting of eyeglasses and frames;
- Inpatient non accidental Optical cover up to the full inpatient benefit;
- Cataract procedure

The Optical Cover can be accessed at a limit of **Ksh. 40,000** for member and dependents for all job groups.

## **8. TESTS FOR ORGAN DONOR(S)**

The provider shall meet the pre-test costs for the kidney donor identification up to a maximum of two (2).

## **9. ANNUAL MEDICAL CHECK**

The principal member and spouse are eligible for annual general medical checkup at the selected healthcare facility. Medical checkup will entail examination of the following:

- i. Body mass index
- ii. Full Haemogram
- iii. Cholesterol
- iv. Blood sugar
- v. Gamma GT
- vi. Urinalysis
- vii. PSA (Prostate Specific Antigen for Men above 40)
- viii. Pap smear for all women
- ix. Mammogram

## **10. VACCINATIONS**

KEPI vaccines, Rota virus vaccine, Anti – rabies, Anti –Snake venom and yellow fever vaccine are catered for in the scheme.

## **11. IN-PATIENT COVER**

In-patient care may include all medical and surgical conditions which need admission and where the management will be of therapeutic value. The Inpatient cover includes the following:

- i. Hospital accommodation charges
- ii. Nursing care
- iii. Diagnostic, laboratory or other medically necessary facilities and services
- iv. Rehabilitation services
- v. Operating theatre services
- vi. Specialist consultations or visits
- vii. Radiology services
- viii. Drugs prescribed by treating clinician
- ix. Pre-hospitalization procedures such as laboratory, x-ray or other medical diagnostic procedures and tests

## **12. MATERNITY AND REPRODUCTIVE HEALTH COVER**

Maternity cover should cater for;

- Consultation and treatment for both mother and child
- Delivery expenses (normal delivery);
- Pre-natal care;
- Post-natal care and ultrasounds within the maternity limit.

- Cost of Child birth through caesarean section covered within the full inpatient benefit as per Job grade.

Table 1: Outpatient and Inpatient Annual Limits Job Grades

<b>CDACC Grade</b>	<b>Inpatient Limit in Ksh.</b>	<b>Outpatient Limit in Ksh.</b>
10	1,000,000	100,000
9	1,000,000	100,000
8	1,000,000	100,000
7	1,000,000	100,000
6	1,000,000	100,000
5	1,250,000	150,000
4	1,500,000	200,000
3	1,750,000	225,000
2	2,000,000	250,000
1	2,250,000	350,000

### **13. EMERGENCY TREATMENT**

In case of a medical emergency, members and/or their declared dependents will access services in health facility listed by the health insurance provider.

### **14. OVERSEAS TREATMENT**

- Treatment costs for beneficiaries arising from a condition that warrants treatment not available in Kenya will be covered subject to preauthorization by the health Insurance provider. The insurance company will cater for treatment cost and cost of travel for Member or dependants and travel and accommodation costs for one person accompanying the patient.
- Medical personnel accompanying a patient on recommendation by the referring Doctor will be paid for a return air ticket and accommodation for a period not exceeding two days.
- In cases of organ transplant, Health Insurance provider will also cater for treatment and travel cost for the organ donor.
- Health Insurance provider will reimburse claims related to emergency treatment incurred while the principal member is temporarily outside the country on official duty as long as the period is not exceeding six weeks at any one visit.

### **15. UNIQUE SALIENT FEATURES (ADDED VALUES)**

- Use of Biometric smart cards;

- Qualified and dedicated personnel with ability to address customer queries;
- 24-hour emergency/ help line;
- Regular utilization reports;
- Credit Facilities available to all the major hospitals across the country;
- Health talks.

## 16. LAST EXPENSE

The provider to indicate amount per person per year as provided in the table below:

Table 2

<b>CDACC Grade</b>	<b>Limit in Ksh.</b>
10	100,000
9	100,000
8	100,000
7	120,000
6	120,000
5	150,000
4	180,000
3	200,000
2	250,000
1	300,000

## 17. PROVISION OF TRAVEL INSURANCE

The provider should be able to provide **travel insurance** to members who travel overseas **on official duties**.

## 18. ADMINISTRATION OF EX-GRATIA (EXCESS)

For members who deplete their outpatient and inpatient benefits, the provider should be able to manage the excess at no additional charge and present the resultant bills to TVET CDACC for settlement. The list of members to be considered and the limits for ex-gratia shall be furnished by the Council as and when the need arises.

## 19. COUNTRY WIDE NET WORK

The Medical Insurance Service Provider is expected to have a country wide Network that can enable Members and their dependents to access medical services as and when the need arises.

## **20. PROVISION OF QUARTERLY REPORTS**

The Health Insurance Provider is expected to furnish TVET CDACC with quarterly returns on the utilization of the members medical entitlements to enable the Council inform the Members accordingly.

## **21. REPORTING**

The Medical Insurance Service Provider shall be responsible to the Head of Human Resources and Management.

## **22. OUTPUTS/DELIVERABLES**

The Medical Insurance Service Provider shall be responsible for the following deliverables:

- Registration Updates
- Furnish the TVET CDACC with the package of the Employee Health Insurance Scheme it offers and how it operates, giving full details;
- Do a presentation of the services that they offer;
- Ensure automated limits in the listed hospitals to ensure that Members do not overshoot their limits;
- Conduct regular health talks and sensitizations;
- Submit Quarterly reports on the progress of the medical scheme

## **23. DATE OF INCEPTION/ COMMENCEMENT**

The Medical Insurance Provider is expected to start providing the Medical cover from 1<sup>st</sup> March, 2020 for two (2) years subject to satisfactory performance.

## **24. PERIOD OF COVER**

The contract period shall be for two (2) years.

## **25. EVALUATION CRITERIA**

### **25.1 Stage One**

Mandatory Requirements (to be evaluated on a 'Yes or No' basis:

<b>S/No.</b>	<b>Item</b>	<b>Yes</b>	<b>No</b>
1.	Certificate of Registration and /or Incorporation		
2.	Duly filled and Signed Form of Tender and premium schedule.		
3.	VAT /PIN Certificate from Kenya Revenue Authority (KRA)		

4.	Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA)		
5.	Attached Valid Registration Certificate by IRA as Medical Insurance service provider		
6.	Underwriters must submit a copy of Current Re-insurance slips/cover notes or proof from Insurance Regulatory Authority that re-insurance arrangements are in place.		
7.	Attach certified copies of Financial Audited statements for the last Two (2) years 2017 and 2018		
8.	Presentation of a well bound and properly paginated tender document including the attachments		
9.	Must have a Professional Indemnity Insurance Cover of at least Kshs. 50 Million and a valid copy be submitted.		
10.	Provide a written declaration of any pending litigation issues either for or against the company		

**N/B: All the above must be met to qualify for the 2<sup>nd</sup> stage of evaluation**

### **25.2 Stage two**

The Tender Evaluation Committee will adopt the evaluation criteria as indicated below;

<b>S/NO</b>	<b>ITEM DESCRIPTION</b>	<b>MAX. SCORE</b>	<b>ACTUAL SCORE</b>
1.	<b>Understanding of the assignment as per Terms of Reference (TOR's) provided</b>		
	Demonstrate your understanding of the TOR's provided. (Provided details of the aspects of the cover which clearly specifies the provisions and limits of Inpatient, Outpatient, Dental, Optical and Last expense as mentioned in the TORs)	15	
2.	<b>Firm Experience</b>		

	Submission of a detailed company profile showing directorship, qualifications and years of experience of key staff. Good – (5 Marks) Satisfactory- (3 Marks)	5	
	<b>Contracts handled</b>  Submission of a list of five (5) major clients indicating the contract amounts, contract duration and the policy covered.	10	
	<b>Similar Assignments</b> Provide a list of five Corporate Clients (Preferably in the public sector) and recommendation letters of the listed Corporate Clients for the last three years where an assignment of similar nature was rendered	10	
	<b>Technical capacity</b>  Network Coverage i.e. Schedule of approved hospitals, specialists and Counties covered	10	
	Demonstrate additional/enhanced benefits the firm may extend to TVET CDACC other than the minimum cover benefits indicated by TVET CDACC	10	
	Settlement of claims history with hospitals, doctors and consultants. The period used to settle previous claims upon presentation of all required documents. Recommendation from at least five (5) hospitals should be provided from Hospitals of level 5 and above.	15	
	<b>Cover benefits</b> Indicate the benefits and exclusions/exemption clauses if any that the Policy will not cover. (if the cover does not cover any of the expected benefit as specified by Council under the schedule of requirements, The Council will automatically disqualify the firm without further reference to their bid)	5	
3.	<b>Financial capability</b>		
	<b>(Underwriters Only)</b>  Provide evidence of the current asset base Attach evidence; Audited accounts for the last Two (2) years	15	



	must show paid up capital in excess of; Kshs. 500 million and above; <b>(15 points)</b> Kshs. 200 - 499 million <b>10 points.</b> Kshs. < 200 million <b>5 points.</b>		
4.	<b>Key staff qualifications</b>		
	The qualifications and competencies of at least three (3) key professionals that will be assigned managing TVET CDACC medical insurance services. Their qualification in relevant discipline with a professional membership in relevant professional bodies with proof of active membership and in good professional standing- <b>Attach certified copies of certificates where applicable.</b>	5	
	<b>Total score</b>	<b>100</b>	

The Pass mark for Technical Evaluation will be **75%**. Candidates that will have attained those points will have their financial proposals evaluated.

2.16.4 The completed tender documents should be delivered on or before **Wednesday, 5<sup>th</sup> February, 2020 at 10:00 am East African Time.**

**The Council Secretary/CEO  
TVET Curriculum Development, Assessment and Certification Council  
P.O. Box 15745– 00100 Nairobi**

**or deposited in the Tender Box provided at the Council’s Headquarters, 25<sup>th</sup> Floor, Telposta Towers, Block C, Uhuru Wing.**

The technical proposals will be opened immediately thereafter at the 25<sup>th</sup> Floor, Wing C, Telposta Towers Uhuru Wing.

## SECTION V - SCHEDULE OF REQUIREMENTS

### 1. (DETAILS OF INSURANCE COVERS)

No.	Particulars of Insurance	Value to be insured		Risks to be covered
		<b>CDACC Grade</b>	<b>Limit in Ksh.</b>	
1.	Outpatient	<b>CDACC Grade</b>	<b>Limit in Ksh.</b>	As per the description in the TOR's above.
		10	100,000	
		9	100,000	
		8	100,000	
		7	100,000	
		6	100,000	
		5	150,000	
		4	200,000	
		3	225,000	
		2	250,000	
		1	350,000	
2.	Inpatient	<b>CDACC Grade</b>	<b>Limit in Ksh.</b>	As per the description in the TOR's above.
		10	1,000,000	
		9	1,000,000	
		8	1,000,000	
		7	1,000,000	
		6	1,000,000	
		5	1,250,000	
		4	1,500,000	
		3	1,750,000	
		2	2,000,000	
		1	2,250,000	
3.	Dental Care	50,000		As per the description in the TOR's above.
4.	Optical Benefits	40,000		As per the description in the TOR's above.
5.	Last Expense	<b>CDACC Grade</b>	<b>Limit in Ksh.</b>	
		10	100,000	

		9	100,000	
		8	100,000	
		7	120,000	
		6	120,000	
		5	150,000	
		4	180,000	
		3	200,000	
		2	250,000	
		1	300,000	

## **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 \_\_\_\_\_

**Price Schedule Form**

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.	Outpatient	
2.	Inpatient	
3.	Dental	
4.	Optical	
5.	Last Expense	

**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*]

**TENDER NO: CDACC/T/003/2019-2020**

(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

**TENDER NO: CDACC/T/003/2019-2020**

**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 of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary