

# **KENYA ROADS BOARD**



## **TENDER DOCUMENT FOR PROCUREMENT OF MEDICAL AND RELATED INSURANCE BROKERAGE SERVICES FOR STAFF AND DIRECTORS OF KENYA ROADS BOARD**

**TENDER NO KRB/1024/2019-2020**

**(MARCH 2020)**

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## **SECTION I LETTER OF INVITATION**

### **TENDER NO KRB/1024/2019-2020**

- 1.1 Kenya Roads Board invites bidders to submit proposals for provision of Medical and related Insurance Brokerage Services for Staff and Directors of Kenya Roads Board.
- 1.2 The tender documents include the following documents:
- Section I - Letter of Invitation
  - Section II - Instructions to Tenderers  
Appendix to Instructions to Tenderers
  - Section III - General Conditions of Contract
  - Section IV- Special Conditions of Contract
  - Section V- Essential Requirements
  - Section VI - Description of Services
  - Section V11 - Standard Forms
- 1.3 Please confirm whether or not you will submit a proposal for the services.

Yours sincerely,

Eng. Jacob Z. Ruwa, OGW  
**EXECUTIVE DIRECTOR**

## **SECTION II INSTRUCTIONS TO TENDERERS**

**Tenderers are informed that the information under Section 11 is standard. It is important to refer to Appendix to Section 11 page 13 which amends and complements the provisions of Section 11**

### **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 Public Procurement and Asset Disposal Act, 2015.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Document**

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
  - (i) Instructions to Tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of Requirements
  - (v) Details of Insurance Cover
  - (vi) Form of Tender
  - (vii) Price Schedules
  - (viii) Contract Form
  - (ix) Confidential Business Questionnaire Form
  - (x) Tender security Form
  - (xi) Performance security Form

- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for review form

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

## **2.4 Clarification of Tender Documents**

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

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

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

## **2.5 Amendment of Tender Documents**

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

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.

## **2.12. Tender Security**

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

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

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

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

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

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

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

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

2.12.8 The tender security may be forfeited:

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

## **2.13. Validity of Tenders**

2.13.1 Tenders shall remain valid for 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

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

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

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

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

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

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

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender.
- (b) bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE ( *day, date and time of closing* )

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 (*day, date and time of closing*).
- 2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.17. Modification and Withdrawal of Tenders**

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (*time, day and date of closing*) 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

- ii. 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 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 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.

## **2.29 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 SECTION II INSTRUCTION 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.

<b>Instruction to tender reference</b>	<b>Particulars of Appendix to instructions to tenderers</b>
<b>Paragraph 2.1</b>	<i>All tenderers who meet requirements and conditions as set in the tender documents</i>
<b>Paragraph 2.1.1</b>	<i>Tender for Provision of Medical Insurance &amp; Related Brokerage Services for Staff and Directors of Kenya Roads</i>
<b>Paragraph 2.1.4</b>	<i>Bidders to submit declaration statement on corrupt and fraudulent practices. Complete certificate attached in Section VII (Standard Forms)</i>
<b>Paragraph 2.2.2</b>	<i>The cost of the tender is Kshs500.00 for bidders who buy hardcopies from KRB offices. Bidders who download the documents from the websites will get the documents free of charge.</i>
<b>Paragraph 2.9.3</b>	<i>The tender prices shall remain fixed during the contract period.</i>
<b>Paragraph 2.10.1</b>	<i>Prices shall be quoted in Kenya Shillings.</i>
<b>Paragraph 2.12.2</b>	<i>There shall be a tender security equal to 2% of the total tendered price. The tender security shall be valid for 150 days from the date of submission of tender. Use the form attached in Section VII (Standard Forms)</i>
<b>Paragraph 2.12.4</b>	<i>The tender security should be in the form of: a) bank guarantee b) such insurance guarantee as approved by the Public Procurement Oversight Authority</i>
<b>Paragraph 2.13.1</b>	<i>Tenders shall remain valid for 120 days from the date of submission of the tenders</i>
<b>Paragraph 2.14.1</b>	<i>The tenderer shall prepare “ONE ORIGINAL TENDER DOCUMENT”, and “ONE COPY TENDER DOCUMENT”.</i>
<b>Paragraph 2.15.2 (a)</b>	<i>The address of submission of tenders is: Executive Director, Kenya Roads Board, P.o Box 73718-00200, Nairobi. 3<sup>rd</sup> floor Kenya Re Towers, Off Ragati Road, Upper Hill Area. Tel: 2722865/8, 4980 000 e-mail:info@krb.go.ke</i>

<b>Paragraph 2.16.1</b>	<i>The date of closing and opening of the tenders is on or before 2<sup>nd</sup> April, 2020 at 12.00 noon</i>
<b>Paragraph 2.16.3</b>	<i>Bulky tenders shall be received in the Executive Director's office, 3<sup>rd</sup> Floor, Kenya Re-Towers.</i>
<b>Paragraph 2.18.1</b>	<i>The address of opening of tenders is: Boardroom, Kenya Roads Board, 3<sup>rd</sup> floor Kenya Re Towers, Off Ragati Road, Upper Hill Area.</i>  <i>Opening of the tenders is on or before 2<sup>nd</sup> April, 2020 at 12.00 noon</i>
<b>Paragraph 2.20.2</b>	<i>Arithmetical errors will be rectified only for purposes of evaluation of the tenders. The tender sum submitted and read out during opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity.</i>

**Paragraph 2.22**

*The evaluation of the tenders will be carried out through the following stages:*

**Stage 1- Preliminary Responsive checks**

***Firms that do not meet the following mandatory checks shall be rejected at this stage:***

- 1) Bidders Must submit a copy of valid tax compliance certificate from Kenya Revenue Authority.
- 2) Bidders Must be registered under the relevant law. Proof of registration and incorporation to be submitted by attaching a copy of the certificate from registrar of companies.
- 3) Bidders Must indicate the physical location of the business premises.
- 4) The Bidders Must submit a copy of license from Insurance Regulatory Authority (IRA) for 2020.
- 5) Bidders Must submit a copy of valid Professional Indemnity insurance cover.
- 6) The tenderers shall complete the Form of Tender and Price Schedule furnished as per format in the tender documents.

**SECTION VII**

- 7) The tender sum submitted and read out during opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity.
- 8) Bidders Must submit copies of sample policy(ies) documents endorsed and stamped by the proposed insurance underwriter.
- 9) There shall be a tender security equal to 2% of the total tendered price. The tender security shall be valid for 150 days from the date of submission of tender.
- 10) The tender Must remain valid for 120 days from the date of submission of tender.
- 11) Bidders must fill the debarment form in the format provided.  
Format attached in **SECTION VII**

## **Stage 2 – Technical Evaluation**

*Only Firms that satisfy the mandatory conditions as in stage 1 shall proceed to the second stage of technical evaluation which will be done in line with the following broad criteria:*

<i>Item</i>	<i>Description</i>	<i>Points %</i>
<i>1</i>	<i>Bidders general and specific experience related to the assignment</i>	<i>40</i>
<i>2</i>	<i>Adequacy of operational plan</i>	<i>10</i>
<i>3</i>	<i>Company profile</i>	<i>20</i>
<i>4</i>	<i>Management/Professional/Technical and support staff qualifications and experience</i>	<i>30</i>
	<i>Total</i>	<i>100%</i>

*The minimum technical score required to pass in the technical evaluation is at least 70% out of the 100%. Firms that score at least 70% will proceed for the next stage of financial evaluation while firms that score below 70% will be rejected at this stage.*

## **Detailed Technical Evaluation**

### **1.1 Technical evaluation process and rating**

Bidders who pass stage 1 shall undergo the technical evaluation which will be carried out in panel form by an evaluation committee so that the members carry out the evaluation in the same room to enable clarification of issues that arise and also to ease coordination. Bidders who get 70% and above shall qualify for financial evaluation while those that fail shall be rejected.

Each evaluator will carry out the evaluation independently but do it thoroughly with an open mind in order to avoid biases and be able to assess all the bidders on the same platform in order that KRB may be able to hire the services of the most highly rated bidder to carry out the assignment

Each evaluator will review each and every proposal and score/rate independently. Following these individual evaluations, the committee shall reconvene for moderation.

The aim of moderation is to review all the scores to ensure that evaluators strike balanced ratings to avoid situations where the marks are extreme. However individual evaluators have the right to stick to their scores without changing them if they strongly feel so, but they must give reasons.

### **Unforeseen issues**

Each evaluator should record any unique issues captured in the evaluation criteria that may have a bearing in the total evaluation process. If the evaluation committee feels strongly that the unforeseen issue may affect the responsiveness of that particular tender, the committee will deliberate on the matter and agree accordingly.

### **Comments on strengths and weaknesses**

Each evaluator will also note the strong and weak points of each firm which will form part of the final report.

**CRITERION 1****Bidder's general and specific experience related to the Assignment – Max 40 Marks.**

- (a) Brokers to provide a list of 10 references that they have provided any insurance services in the last five years (5 mks). Each reference to earn 0.5 mark.
- (b) Brokers to attach letters of recommendations from five references in medical and related insurance services in the last five years. (10 mks). The five letters should be over the last five years.
- (c) Broker's Experience /knowledge of risks management relevant to KRB (10 mks). Risk management (4 mks), claims turnaround (3 mks). Indicate the training content and programme for KRB staff and the brokers staff (3 mks)
- (d) Broker's to submit their preferred Underwriter's list of three (3) clients in medical and related insurance services in the last three years (3 mks)- 1 mark each.
- (e) Broker's to submit three (3) reference letters on specific experience of the underwriter's in medical and related insurance services in the last three yrs –9 mks. Three marks per letter
- (f) Brokers to submit a list of 5 Major claims handled and paid in full of at least Kshs 20 million per claim in medical and related insurance services in the last three years – 3 mks

**CRITERION 2 – Adequacy of proposed operational plan  
Marks – 10 points**

This criterion has been subdivided as below.

- (a) Comments on requirements, on data and facilities to be provided by the KRB- comments that add value (1) mark
- (b) Policy enhancements that add value to the standard market cover – 2 marks
- (c) Mobilization time required to put the insurance policies in place from the date of order. Less than 24 hrs -2 mks, more than 24 hrs 0 mk
- (d) Claims and underwriting procedures- 3 mks.  
(claims procedure -1.mk, underwriting procedure -1 mk, negotiations procedure – 1 mk)
- (e) Management plan of the policies portfolio by the broker to the satisfaction of client – 2 mks

**CRITERION 3 – Company Profile - Marks-20 points****(i) Establishment of the Broker–4 marks**

-This should include the broker's Age- 5 yrs and above (1 mk), less than 5 yrs to 3 yrs (0.5mks), less than 3 yrs (0 mks).

-Size- permanent personnel 20 and above (1 mk), less than 20 to 10 (0.5 mks), less than 10 (0 mks)

-Office equipment and IT systems in place (2 mks).

**(ii) Financial strength of the Broker– 5 marks**

This information shall be extracted from the audited accounts. This will show the financial strength and capacity of the company. Here we shall check the following:



- a. Annual average Turnover for the last average of the last two yrs- 500 million and above (4 mks), below 500 million to 300 mill (1 mks), below 300 m to 200 million below (0.5 mk), below 200 million (0 mks)
- b. Is the firm making profits - 1 mk

(iii) **Directors of Brokerage firm – 1 mark**

50 % indigenous to earn (1) marks, below 50% (0.5 mks)

(iv) **Bidders to list partners regionally and internationally- 1 mark**

(v) **Compliance to statutory requirements by brokerage firm (1.5 marks) –**  
update NSSF (0.5 mk), update NHIF (0.5 mk), county government license for 2020 (0.5 mk)

(vi) **Establishment of underwriters 3 marks**

Age – 10 yrs and above (1 mk), less than 10 to 5 (0.5 mk), less than 5 yrs (0 mks).  
Size –30 permanent staff to earn maximum (2 mks), Less than 30 to 20 (1 mk),  
Less than 20 (0 mks)

(vii) **Financial strength of the underwriters- maximum 4.5 marks**

- a. Turnover gross turnover of Kshs1 Billion and above (average of two yrs) 4.5 mks, less than Ksh1Billion to 500 million (1 mks), below 500million (0mks)

**CRITERION 4 – Management/Professional/Technical and support staff qualifications and experience**

**Marks – 30 points**

This will determine the human resources capacity inbuilt to enable the Firm's Personnel carry out the assignment to the satisfaction of KRB.

**i) CURRICULUM VITAE OF KEY PERSONNEL**

**1. Director-No 1- 12 marks**

- a) Academic qualifications – (5 mks) Bachelor's degree in insurance or related field from a recognized university– 5 marks.
- b) Professional qualifications – (2 mks) ACII/KCII/FCC1 or equivalent- 2 marks, CPA(K)/CPS/Diploma in insurance - 1 mark
- c) Adequacy and experience (5 mks)- General experience of 10yrs – 2 marks, Specific experience in insurance industry 5 yrs – 3 marks

**2. Account manager No 1.-10 marks.**

- a) Academic qualifications (4 mks)– Bachelor's degree in insurance or related field from a recognized university– 4 marks, Dip in insurance or related field– 2 Marks.
- b) Professional qualifications (2 mks) – ACII/KCII/FCCI or equivalent- 2 marks, CPA (K)/CPS/Diploma insurance (0.5 mks)
- c) Adequacy and experience (4 mks)- General experience of 8 yrs – 1 marks, Specific experience in insurance for 3 yrs – 3 marks

**3. Support staff No 1.– 4 marks.**

- a) Academic qualifications (1 mk)– Dip in insurance – 1 marks, ‘O’ level –0.5 marks,
- b) Adequacy and experience- (3 mks) - General experience of 5yrs – 1 mark, Specific experience in insurance industry 1 yr – 2 mks

**4. Support staff No. 1- 4 marks.**

- a) Academic qualifications (1 mk)– Dip in insurance– 1 marks, ‘O’ level – 0.5 marks
- b) Adequacy and experience- (3 mks) - General experience of 5yrs – 1 mark, Specific experience in insurance industry 1 yr – 2 marks

**Stage 3 – Financial Evaluation**

*Firms that score 70% and above in the technical evaluation will have their financial proposals evaluated. In the financial evaluation we shall consider:*

- a) Checking whether the bid is as per the requirements in the tender document.
- b) Checking whether all taxes have been included
- c) Check any computational and arithmetic errors and deviations. The errors will be rectified only for purposes of evaluation of the tenders. The tender sum submitted and read out during opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity. This is in accordance with Clause 81 and 82 of the Public Procurement & Asset Disposal Act, 2015.
- d) Check the validity of the tender
- e) Check terms of payment
- f) Check any variations in tender prices

***Paragraph 2.24.1***

*KRB may carry out post-qualification to 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.*

**Paragraph 2.25.1 - Award Criteria**

The tender shall be awarded to the firm that has scored at least 70% in the technical evaluation and has the lowest evaluated tender price.

## **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 super-ceded by provisions of other part of the contract

### **3.3. Standards**

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

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

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

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

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

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

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

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

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

3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

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

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

### **3.8. Payment**

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

3.8.2 Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

### **3.9. Prices**

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

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

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

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

### **3.10. Assignment**

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

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

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

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

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

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

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

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

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

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

### **3.14. Resolution of Disputes**

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

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

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.17 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	The performance security shall be equal to 5% of the contract price.
3.6.3	The performance security shall be in the form of: a) either a bank guarantee b) or from an insurance company approved by the Public Procurement and Oversight Authority
3.8 Payment	Payments shall be made within thirty (30) days from the date of receipt of invoice and after receipt of insurance policies but subject to successful delivery of services.
3.9.1 Price adjustment	There shall be no price adjustment during the contract period
3.9.3 Price variation	There shall be no price variation during the contract period
3.14.2	If both parties have been unable to resolve disputes amicably the provisions of the Arbitration Act of the laws of Kenya shall apply.
3.16 Applicable law	Laws of Kenyan
3.18 Notices	The Address of the Client is:  Executive Director, Kenya Roads Board P.o Box 73718-00200, Nairobi Fax: 2723161 Email: <a href="mailto:jruwa@krb.go.ke">jruwa@krb.go.ke</a>  The Address of the Contractor is:  Managing Director:  P.o Box: Fax: Email:

## SECTION V ESSENTIAL REQUIREMENTS

- 4.2.1 The Bidders (**Insurance Brokerage Firm**) Must give a list of 5 (five) reputable clients that they have provided medical and related insurance services in the last five (5) years. The information should be submitted as per form attached in **SECTION V11**.
- 4.2.2 Bidders (**Insurance Brokerage Firm**) to submit letters of recommendations from the five (5) reputable clients who they have provided medical and related insurance services in the last five (5) years as in 4.2.1 above.
- 4.2.3 Bidders to submit a copy of valid Professional Indemnity insurance cover which should be adequate for the assignment.
- 4.2.4 Bidders (**Insurance Brokerage Firm**) to submit a list of ten (10) of their major clients both from private and public sectors in the last five years
- 4.2.5 Bidders (**Insurance Brokerage Firm**) to submit proof that they are fully compliant to N.S.S.F and N.H.I.F by submitting a copy of the most recent payment receipt.
- 4.2.6 Bidders (**Insurance Brokerage Firm**) to submit signed C.V's of their key staff who should include the following: Use form in **SECTION V11**
- i) Director – degree in insurance or related field with professional qualifications in insurance and ten (10) years general experience five (5) of which should be in the insurance industry
  - ii) Account Manager- degree in insurance or related field with professional qualifications in insurance and eight (8) years general experience three (3) of which should be in medical insurance
  - iii) At least two (2) Support Staff with at least a diploma in insurance and professional qualifications in insurance and five (5) years general experience one (1) of which should be in the insurance industry
- 4.2.7 Bidders (**Insurance Brokerage Firm**) to indicate their detailed operational plans in:
- i) Detailed claims procedures
  - ii) Detailed underwriting procedures
  - iii) Detailed risk management
  - iv) Detailed training of their staff including training content and programme
  - v) Programme on sensitization of KRB Directors and staff
  - vi) Detailed Handling and negotiating claim
  - vii) Management of the policies
- 4.2.8 Bidders (**Insurance Brokerage Firm**) to indicate claims turnaround time of 10 working days from date of receipt of complete claim documents.
- 4.2.9 Bidders (**Insurance Brokerage Firm**) to indicate Risks management programme.
- 4.2.10 Bidders (**Insurance Brokerage Firm**) to indicate the names and details of Directors of the Company and their profiles showing Nationality, No of shares, education, experience etc.
- 4.2.11 Bidders (**Insurance Brokerage Firm**) to indicate Computerized Insurance management systems in use.
- 4.2.12 Bidders (**Insurance Brokerage Firm**) to provide details of all litigation cases affecting their firms in the last three (3) years.
- 4.2.13 The Bidder (**Insurance Brokerage Firm**) to clearly illustrate all policy enhancements that add value to the standard market cover.
- 4.2.14 Bidders (**Insurance Brokerage Firm**) to submit a list of recommended underwriter(s).
- 4.2.15 Bidder (**Insurance Brokerage Firm**) to submit the company profiles of the proposed underwriter(s) which should include the following:



- a) Age, size and location.
- b) Market strength which should include the last two years Audited statements duly certified and signed by a Certified Public Accountant. The brokers shall apply all reasonable means to ascertain the solvency and financial security of the relevant proposed underwriter(s) proposed to be appointed to the insurance portfolio.
- c) Submit a list of three (3) reputable references that the underwriters have been engaged in similar business in the last three years.

4.2.16 Bidder (**Insurance Brokerage Firm**) to submit market/financial strength of insurance brokerage firm supported by last two years audited financial statements duly certified and signed by a Certified Public Accountant.

4.2.17 The Bidder (**Insurance Brokerage Firm**) must indicate a detailed Company's profile including physical location, age, Personnel strength, office accommodation, telephone, fax, e mail, office equipment, website and any other relevant information.

4.2.18 Bidders (**Insurance Brokerage Firm**) to attach copy of county government license for 2020.

4.2.19 Bidders (**Insurance Brokerage Firm**) must indicate branches in Kenya

4.2.20 Bidders (**Insurance Brokerage Firm**) to list partners regionally and internationally

4.2.21 Bidders (**Insurance Brokerage Firm**) to submit list of at least 10 major claims handled in the last five (5) years using the following format:

Item	Details of claim	Date documented	Date settled	Amount	Insurers	comments
1						
2						
Etc						

4.2.22 KRB will carry out due diligence of the successful firm before awarding the tender. If the bidder does not satisfy the evaluation committee, the committee can declare the bidder non-responsive.

## SECTION VI DESCRIPTION OF SERVICES

The Kenya Roads Board (KRB) is a statutory body established by the Kenya Roads Board Act No. 7 of 1999. The object and purpose for which the Board is established is to oversee the road network in Kenya and coordinate the maintenance, rehabilitation and development funded by the fund and to advise the Cabinet Secretary on Transport & Infrastructure on all matters related thereto.”

KRB wishes to select through, technical, economic and financial analysis, capable and reputable Insurance Broker whose Firm has not previously been engaged in any criminal activity whether pending before a court or otherwise. The firm must not have been implicated in any professional impropriety. The broker will negotiate with suitable underwriter(s) for the placement of the various insurance covers as detailed in this tender document for a period of twelve months commencing 1<sup>st</sup> July, 2020. The tender may be renewable subject to satisfactory delivery of service.

The Scope of services will include:

- i) Structure and obtain optimum policy cover in terms of cost and/or benefit;
- ii) Get quotations from underwriters on the premium payable for the policy aforesaid and recommending to the Client the suitable underwriter;
- iii) Remit to the Underwriters all premiums paid to you by the Client, in accordance with provisions and requirements of the Insurance Act and give the Client written confirmation on the same within 7 days of remittance. When requested you should be able to furnish the client with explicit authority from the Underwriter to collect the premium on their behalf;
- iv) Analyze, review, scrutinize the Policy Document and any Endorsements therein, and if the entire policy document is found to be satisfactory, such document shall be deposited with the Executive Director not later than 15 days of inception of cover;
- v) Ensure proper claims administration by fully coordinating prudent requirements between the Client and the selected Underwriter(s);
- vi) Ensure fully documented claims are settled within 10 working days;
- vii) Prepare monthly claims bordereaux which must be submitted to the client by the 15<sup>th</sup> of the following month;
- viii) Hold quarterly meetings to review performance of the policy by 15<sup>th</sup> of the following quarter;
- ix) Ensure that the sums insured under the policy will be adjustable accordingly by suitable means at the discretion of the client from time to time;
- x) Maintain registration as an insurance broker with the Commissioner of Insurance and that you will throughout the period of the contract carry a Professional Indemnity policy to cover the assignment.
- xi) Negotiate with the qualified underwriter any other pertinent aspects of the policy that may arise during the term of the policy;
- xii) Advise client on new products in the market.
- xiii) Such other services as may be related or ancillary to the due performance of the above work.

## Description of the Services

It is the intention of the Client that the Policies should be placed with a reputable underwriter by midnight on 30<sup>th</sup> June, 2020. The successful Broker must have written confirmation that the cover has been placed with a reputable insurer agreed with the Client by the 30<sup>th</sup> June, 2020. The cover shall be effective from the 1<sup>st</sup> July, 2020 and be valid for a period of twelve months from the said date and may be renewable subject to satisfactory delivery of service.

### MEDICAL RELATED INSURANCE COVERS

	CLASS A	Cover	Item(s) Insured and Value
1.	Group Personal Accident - Directors	<p>Payment of benefits as a result of accidental death or bodily injury to the insured person(s). Including riots, strikes and malicious damage</p> <p>24-hour cover Worldwide limits Duty or pleasure Disappearance clause – 12 months Age between 21-75 yrs Trustee clause Air travel as passenger in any standard type licensed aircraft Riot, strike &amp; civil commotion Payment on account clause Good health and age clause Including Rugby/Football Including Racing Risks</p>	<p>Death - Kshs. 2,000,000.00 per person</p> <p>Permanent total disability – Kshs. 2,000,000.00 per person</p> <p>Permanent partial disability – Kshs. 2,000,000.00</p> <p>Temporary social disability weekly benefit upto 104 weeks</p> <p>Medical expenses/airfares Kshs. 200,000.00 per person</p> <p>All directors of the Board and co-opted members who are non-civil servants – No 8</p>
2.	Group Personal Accident - Staff	<p>Payment of benefits as defined as a result of accidental death or bodily injury to the insured person(s). Including riots, strikes and malicious damage</p> <p>24-hour cover Worldwide limits Duty or pleasure Disappearance clause – 12 months Age between 18-75 yrs Trustee clause Air travel as passenger in any standard type licensed aircraft Riot, strike &amp; civil commotion Payment on account clause Good health and age clause Including Rugby/Football Including Racing Risks</p>	<p>Death – five years’ gross salary subject to a maximum of Kshs. 30,000,000/=</p> <p>Permanent total disability – (five years’ gross salary subject to a maximum of Kshs. 30,000,000/=)</p> <p>Temporary disability – Actual weekly gross salary upto 104 weeks.</p> <p>Medical expenses / air fare - Kshs1,000,000</p> <p>All 82 employees of the insured</p> <p>Estimated annual gross salary – Kshs.203,000,000/= p.a</p>
4.	Employer’s liability	<p>Cover:- Legal liability in respect of accidental death, bodily injury, illness/disease to employees as declared arising out of and in the course of employment</p>	<p>All employees of the insured as declared-82 Earning Kshs.203,000,000</p>

		<p>Wages declaration/adjustment clause</p> <p>Kenyan jurisdiction clause Including riot, strike and civil commotion Including travel to and from work, social and sporting activities including actual participation Including the first three working days temporary incapacity</p>	<p>LIMIT OF LIABILITY</p> <p>Anyone person..... Kshs 8,000,000/=</p> <p>Any one accident.. Kshs 25,000,000/=</p> <p>Any one year..... Kshs.50,000,000/=</p>
5	Group Life cover for staff only	Insurance cover against the event of death or disability due to illness, accident or natural causes	<p>All 82 employees of KRB as per declarations for each on this policy</p> <p>Death benefits – 36 months earnings gross</p> <p>Permanent Total Disability – 36 months earnings gross</p> <p>Critical illness benefit – 30%</p> <p>Funeral Expenses – Kshs. 100,000/-</p> <p>Free cover limit Kshs. 15 million</p>
6	Work Injury Benefit (WIBA)	<p>Indemnity for legal liability under the Work Injury Benefit Act (WIBA) 2007 in respect of accidental death, bodily injury or illness/disease to employees as declared arising out of and in the course of employment.</p> <p>Wages declaration/adjustment clause Kenyan jurisdiction clause Including injury or accident or disease sustained outside Kenya as defined by WIBA 2007 Premium payment warranty Declaration of earnings and adjustment of premiums Double benefits</p>	<p>All employees of the insured including trainees (as defined by the Work Injury Benefits Act 2007)</p> <p>All employees of the insured. No. 82</p> <p>Estimated annual earnings -Kshs.203,000,000</p>
	Self-Funded Dental and Optical Scheme	<p>The Kenya Roads Board has set aside a fund for optical and dental self-funded scheme for KRB Directors and staff.</p> <p>Kenya Roads Board will procure the services of an administrator. The administrator is expected to manage the fund and assist Kenya Roads Board to set rules for the fund. Any unutilized monies</p>	<p>All employees and dependants approximately 318 lives comprised staff members and their families; and 8 directors</p> <p>The bidders will be expected to quote for the cost of administering the fund.</p>

		<p>at the end of the financial year will be carried forward to the next financial year or refunded to KRB.</p> <p>Some of the administrative functions will include but not limited to the following:</p> <ul style="list-style-type: none"> <li>✓ Monthly utilization reports</li> <li>✓ Market trends/survey</li> <li>✓ Analysis of utilization</li> <li>✓ Advisory services</li> </ul>	
	<p>Drug And Substance Abuse Rehabilitation Self-Funded Scheme</p>	<p>The Kenya Roads Board has set aside a fund for Drug and Substance Abuse rehabilitation self-funded scheme for KRB staff.</p> <p>Kenya Roads Board will procure the services of an administrator. The administrator is expected to manage the fund and assist Kenya Roads Board to set rules for the fund. Any unutilized monies at the end of the financial year will be carried forward to the next financial year or refunded to KRB.</p> <p>Some of the administrative functions will include but not limited to the following:</p> <ul style="list-style-type: none"> <li>✓ Monthly utilization reports</li> <li>✓ Market trends/survey</li> <li>✓ Analysis of utilization</li> <li>✓ Advisory services</li> </ul>	<p>All employees comprising 82 No. staff members.</p>

## STAFF & DEPENDANTS INPATIENT MEDICAL INSURANCE SCHEME

KRB wishes to have in place a quality tailor-made, and affordable Medical insurance scheme for its staff and dependants numbering approximately 318 as follows:

### EMPLOYEES COVER - FAMILY INPATIENT COVER FOR KRB STAFF

Grade	Principal Members	Total No. of Dependants	Total No. of lives covered	Existing Inpatient Limits per family	Proposed Limits per family
Grade 14	1	4	5	3,000,000	5,000,000
Grade 12-13	8	20	28	2,500,000	4,700,000
Grade 10-11	12	30	42	2,300,000	4,500,000
Grade 8-9	17	47	64	2,000,000	4,500,000
Grade 6-7	10	28	38	1,800,000	4,000,000
Grade 4-5	20	44	64	1,600,000	4,000,000
Grade 1-3	20	57	77	1,500,000	4,000,000
<b>Total</b>	<b>88</b>	<b>230</b>	<b>318</b>		

### Benefits

- Road & Air Ambulance Cover for Local and Overseas evacuation. Gynecological diseases are understood to be covered by this cover.
- Cover including Pre-existing and Chronic Conditions, HIV & AIDS related ailments (opportunistic ailments) and provision of ARV'S.

Please clearly indicate extent of coverage as below:

- a) Standard private room grades 14 - 12 and 11 - 8 net of NHIF
- b) General ward bed for other grades 1-7 net of NHIF
- c) 100% cover for pre-existing and chronic conditions depending on individual limit including cancer treatment and palliative care.
- d) 100% cover on H.I.V and Aids and related ailments including opportunistic ailments and provision of ARV's and C.D 4 counts.
- e) To cover congenital conditions, including Autism Spectrum Disorders (ASD), Attention Deficit Disorders (ADHD) and Albinism upto full limit
- f) To cover medical assessment and treatment for members with permanent disability
- g) To cover medical assessment and treatment for spouses with permanent disability
- h) To cover medical assessment and treatment for children with a permanent disability beyond 18 years
- i) To cover psychiatric and mental conditions
- j) Cost of medical circumcision
- k) To cover all overseas treatment costs including air tickets and accommodation for member and accompanying person including airport pick and drop-off.
- l) Non-accidental dental cover

- m) Non-accidental optical cover
- n) Counseling and rehabilitation
- o) KEPI and baby friendly vaccinations upto the age of 5 years
- p) The persons to be covered should include premature babies and staff upto the age of seventy-five (75) years
- q) Free last expense cover per family (standalone benefit)
- r) Age limits – children from premature babies’ upto 18 years and extended to 26 years if still in school.
- s) Parent’s lodger fees paid for children below the age of 12 years.
- t) Waiting period for new members to be waived upon notification
- u) Claims reimbursement upto 100%
- v) Terrorism and sabotage
- w) Quote for maternity cover within the inpatient as per the following limits:

<b>Grade</b>	<b>Total No. of Families</b>	<b>Existing Maternity Limits per family</b>	<b>Proposed Limits per family</b>
Grade 14	1	150,000	300,000
Grade 12-13	8	150,000	300,000
Grade 10-11	12	120,000	300,000
Grade 8-9	17	120,000	300,000
Grade 6-7	10	90,000	300,000
Grade 4-5	20	90,000	300,000
Grade 1-3	20	80,000	300,000
<b>Total</b>	<b>88</b>		

Note that the maternity cover which should be quoted within the inpatient cover should be inclusive of normal deliveries, miscarriages, first and subsequent caesarian births, complications, pre and post-natal care.

### **TRAVEL COVER**

Quote for insurance cover for staff and directors travel outside Kenya. The cover should include but not be limited to the following areas:

1. Emergency medical expenses
2. Personal Accident
3. Loss of personal property/ money or documents
4. Curtailment/Cancellation
5. Hijack, detention
6. Luggage protection
7. Personal liability

## **STAFF AND DEPENDANTS MEDICAL OUTPATIENT SCHEME**

### **Introduction**

Please quote for the various limits as below:

<b>Grade</b>	<b>Principal Members</b>	<b>Total No. of dependants</b>	<b>Total No. of lives covered</b>	<b>Current outpatient limits per family</b>	<b>Proposed outpatient limits per family</b>
Grade 14	1	4	5	225,000	400,000
Grade 12-13	8	20	28	210,000	400,000
Grade 10-11	12	30	42	200,000	350,000
Grade 8-9	17	47	64	190,000	350,000
Grade 6-7	10	28	38	180,000	300,000
Grade 4-5	20	44	64	160,000	300,000
Grade 1-3	20	57	77	150,000	300,000
<b>Total</b>	<b>76</b>	<b>199</b>	<b>318</b>		

**The scope of policy cover should include the following services:**

1. This policy should cover each staff member and his/her family.
2. Consultation fee with a medical practitioner.
3. Consultation fee with a specialist for all ailments including pre-existing, existing, chronic, HIV & AIDS related ailments and provision of ARV's.
4. Laboratory investigations and X-rays.
5. Prescription medicine for all ailments including pre-existing, existing, chronic, HIV & AIDS related ailments.
6. Outpatient procedures which includes booking fees and related issues for all ailments
7. Physiotherapist's fees
8. Medical checkup at least once a year for member and family
9. To cover medical assessment and treatment for members with permanent disability
10. To cover medical assessment and treatment for spouses with permanent disability
11. To cover medical assessment and treatment for children with a permanent disability beyond 18 years
12. Age limits – children from premature birth upto 18 years and extended to 26 years if still in school.
13. Waiting period for new members to be waived upon notification
14. Claims reimbursement upto 100%
15. Terrorism and sabotage
16. Immunization of adults
17. Immunization of children
18. Pre-natal and post-natal care.



19. 100% cover for pre-existing and chronic conditions depending on individual limit.
20. 100% cover on H.I.V and Aids and related ailments including opportunistic ailments and provision of ARV's and C.D 4 counts.
21. The persons to be covered should include premature babies and staff upto the age of seventy five (75) years
22. To cover congenital conditions, including Autism Spectrum Disorders (ASD), Attention Deficit Disorders (ADHD) and Albinism upto full limit

## **DIRECTORS MEDICAL COVER**

### **Directors Out Patient Cover**

Please provide quotations for out-patient for a limit of **Ksh.100, 000.00**.

This insurance should cover the 8 Directors individually only. Their families are not covered. Their ages range from 18 to 75 years.

**The scope of policy cover should include the following services:**

- a. This policy should cover the director individually
- b. Consultation fee with a medical practitioner.
- c. Consultation fee with a specialist for all ailments including pre-existing, existing, chronic, HIV & AIDS related ailments and provision of ARV's CD 4 count.
- d. Laboratory investigations and X-rays.
- e. Prescription medicine for all ailments including pre-existing, existing, chronic, HIV & AIDS related ailments.
- f. Outpatient procedures which includes booking fees and related issues for all ailments
- g. Physiotherapist's fees
- h. Waiting period for new members to be waived upon notification
- i. Claims reimbursement upto 100%
- j. Terrorism and sabotage
- k. Immunization of adults
- l. Pre-natal and post-natal care.
- m. 100% cover for pre-existing and chronic conditions depending on individual limit.
- n. 100% cover on H.I.V and Aids and related ailments including opportunistic ailments and provision of ARV's and C.D 4 counts.
- o. The persons to be covered should include directors from 18 years upto the age of seventy five (75) years
- p. Medical checkup at least once a year for member and family
- q. To cover medical assessment and treatment for members with permanent disability

## **Directors In - Patient Medical Cover**

<u>No of Directors</u>	<u>Limit</u>
<b>8</b>	<b>1,000,000.00 per Director</b>

The Directors medical cover is to cover Directors who may fall sick during their tenure as KRB Board members. Bidders should quote up to the age limit of seventy-five (75) years. The families of directors are not covered.

### **Benefits**

- Road & Air Ambulance Cover for Local and Overseas evacuation. Gynecological diseases are understood to be covered by this cover.
- Cover including Pre-existing and Chronic Conditions, HIV & AIDS related ailments (opportunistic ailments) and provision of ARV'S.

Please clearly indicate extent of coverage as below:

- a) Standard private room net of NHIF
- b) 100% cover for pre-existing and chronic conditions depending on individual limit including cancer treatment and palliative care.
- c) 100% cover on H.I.V and Aids and related ailments including opportunistic ailments and provision of ARV's and C.D 4 counts.
- d) To cover medical assessment and treatment for members with permanent disability
- e) To cover psychiatric and mental conditions
- f) To cover all overseas treatment costs including air tickets and accommodation for member and accompanying person including airport pick and dropoff.
- g) Non-accidental dental cover
- h) Non-accidental optical cover
- i) Counseling and rehabilitation
- j) The persons to be covered should include 18 years upto the age of seventy five (75) years
- k) Free last expense cover per director (stand-alone benefit)
- l) Waiting period for new members to be waived upon notification
- m) Claims reimbursement upto 100%
- n) Terrorism and sabotage

### **N/B**

Bidders to clearly indicate exclusion clauses if any

## **SUPPLEMENTARY BENEFITS FOR STAFF**

### **1) Quote for critical Illness cover as follows**

- i) Limit - Ksh1,000,000.00

Specify the conditions to be covered under these options

### **2) Quote for last expense covering the Directors, employee and spouse as per the following limits:**

- ii) Limit – Kshs150, 000.00

## SELF-FUNDED DENTAL AND OPTICAL SCHEME

The Kenya Roads Board has set aside a fund for optical and dental self-funded scheme for KRB Directors and staff. The fund is currently Kshs4,900,000. The fund which funds the member and his family caters for Optical upto a maximum of (Kshs 75,000) and Dental services upto a maximum of (Kshs75,000) per family per year. The fund has been utilized as below:

<b>Benefit</b>	<b>2014/2015 Amount</b>	<b>2015/2016 Amount</b>	<b>2016/2017 Amount</b>	<b>2017/2018 Amount</b>	<b>2018/2019 Amount</b>
Optical	929,730	619,700	954,750	852,250	676,520
Dental	868,832	646,655	347,653	652,737	830,808
<b>Total</b>	<b>1,798,562</b>	<b>1,266,355</b>	<b>1,302,403</b>	<b>1,504,987</b>	<b>1,507,328</b>

KRB would like to procure administration services for the optical and dental self-fund scheme for a total of approximately 326 lives comprised of 318 staff and their families in addition to 8 directors.

The administrator is expected to manage the fund and assist Kenya Roads Board to set rules for the fund. Any unutilized monies at the end of the financial year will be carried forward to the next financial year or refunded back to KRB.

The administrative functions will include but not limited to the following:

- ✓ Management of the fund
- ✓ Monthly utilization reports
- ✓ Market trends/survey
- ✓ Analysis of utilization
- ✓ Advisory services

### Benefits to insured per family

The benefits approved are as follows:

Dental Kshs. 75,000 per family per annum  
Optical Kshs. 75,000 per family per annum

### Services to be provided

#### 1) Dental Treatment

- Treatment for the immediate relief of dental pain
- Accidental damage to natural teeth
- Treatment for restoration of natural teeth including
  - ❖ X-rays, fillings, extractions
  - ❖ Root canal and gum treatment
  - ❖ Scaling and polishing
  - ❖ Routine cleaning once per annum
- Corrective braces, crowns, bridges and plates
- Cost of replacement or repairs of old dentures as a result of an accident

## 2) Optical Treatment

- Cost of prescription spectacles
- Prescription spectacle lenses
- Prescription spectacle frames with a limit of 30,000
- Eye examination
- The cost of disposable contact lenses
- Costs for Photo chromatic, Plano (no readings) and anti-glare lenses employees
- Replacement of frames annually otherwise with approval from HR

The bidders will be expected to quote for the cost of administering the fund.

### **SELF-FUNDED DRUGS & SUBSTANCE ABUSE**

The Kenya Roads Board has set aside a fund for Drug and Substance Abuse rehabilitation self-funded scheme for KRB staff. The fund is currently Kshs 350,000.00 and will cater for 82 employees.

Kenya Roads Board will procure the services of an administrator. The administrator is expected to manage the fund and assist Kenya Roads Board to set rules for the fund. Any unutilized monies at the end of the financial year will be carried forward to the next financial year or refunded to KRB.

Some of the administrative functions will include but not limited to the following:

- ✓ Monthly utilization reports
- ✓ Market trends/survey
- ✓ Analysis of utilization
- ✓ Advisory services

## SECTION VII 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.
7. **Anti-Corruption Declaration Pledge**– this form must be completed by the tenderer and submitted with the tender documents.
8. **Self-declaration for debarment from public procurement** - this form must be completed by the tenderer and submitted with the tender documents.
9. **Form for broker's references** – this form must be completed by the tenderer and submitted with the tender documents.
10. **Format of Curriculum Vitae (C.V's) for Professional Staff** this form must be completed by the tenderer and submitted with the tender documents.

**Form Of Tender**

To: \_\_\_\_\_ Date \_\_\_\_\_  
Name and address of procuring entity \_\_\_\_\_  
Tender No. \_\_\_\_\_  
Tender Name \_\_\_\_\_

Gentlemen and/or Ladies:-

1. Having examined the Tender documents. (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 Kshs.....  
.....[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 \_\_\_\_\_ 2019

\_\_\_\_\_  
[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_



POLICY CLASS	TOTAL COSTS PAYABLE BY CLIENT						EXCESS PER CLAIM	RECOMMENDED LEAD UNDER WRITER
	Premium Rate in %	Premium	Taxes (SHOW SEPARATELY ALL APPLICABLE TAXES)			Remuneration (Indicate if Commission or Fees)		
<b>Group Personal Accident for Directors</b>								
<b>Group Personal Accident for Staff members</b>								
<b>Employer's Liability</b>								
<b>Group Life Cover for Staff members only</b>								
<b>Work Injury Benefit (WIBA)</b>								
<b>Staff In-patient Medical Policy including Maternity cover</b>								
<b>Staff Out-patient Medical Policy</b>								
<b>Directors In-patient Medical Policy</b>								

<b>Directors Out-patient Medical Policy</b>									
<b>Travel Insurance Policy</b>									
Critical illness Insurance Policy									
Last expense Insurance Policy									

**QUOTATION FOR ADMINSTRATIVE COST FOR SELF FUNDED  
OPTICAL & DENTAL INSURANCE SCHEME AND DRUGS & SUBSTANCE ABUSE**

<b>Benefit</b>	<b>Administrative Cost for Twelve months (Kshs)</b>
Optical & Dental Self-funded insurance scheme	
Drugs & Substance Abuse	

Name of Tenderer's Official Representative..... Signature.....Date.....

Company Official Stamp.....

## 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) Whichever applies to your type of business

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

Part \_\_\_\_\_ General:

Business Name .....  
 Location of business premises .....  
 Plot No. .... Street/Road .....  
 Postal Address ..... Tel. No. ....Fax ..... Email .....  
 Nature of business .....  
 Registration Certificate No. ....

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

Name of your bankers ..... Branch .....

Part 2(a) – Sole Proprietor:

Your name in full ..... Age .....

Nationality ..... Country of origin .....

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public .....

State the nominal and issued capital of the company –

Nominal Kshs.. .....

Issued Kshs.....

Give details of all directors as follows

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

Date..... Signature of Tenderer .....

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

## TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....  
*[Name of procuring entity]*

WHEREAS ..... *[name of tenderer]*  
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_  
*[reference number of the contract]* dated \_\_\_\_\_ 20 \_\_\_\_\_ to supply  
.....  
*[description of insurance services]* (Hereinafter called "the Contract")

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signature and seal of the Guarantors

\_\_\_\_\_  
*[Name of bank of financial institution]*

\_\_\_\_\_  
*[Address]*

\_\_\_\_\_  
*[Date]*

*(Amend accordingly if provided by Insurance Company)*

**ANTI CORRUPTION DECLARATION PLEDGE**

I/We (Name of the firm) declare that I/We recognize that Public Procurement is based on a free and fair competitive tendering process which should not be open to abuse.

I/We..... declare that I/We..... will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in accordance with the tender No.....for or in the subsequent performance of the contract if I/We am/are successful.

Signed by ..... Chief Executive Officer or authorized representative

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I, ....., of Post Office Box .....  
being a resident of  
..... in the Republic of ..... do  
hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of  
..... (insert name of the Company) who is a Bidder  
in respect of Tender No. .... for .....(insert tender  
title/description) for .....( insert name of the Procuring entity) and duly  
authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred  
from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information  
and belief.

.....  
(Title) (Signature) (Date)



**FORM FOR INSURANCE BROKER’S REFERENCES**

**Relevant Services carried out for Five (5) clients in the last Five years that best illustrate qualifications and experience**

Using the format below, provide information on each reference assignment for which your Insurance Broker was legally contracted to provide services in medical and related insurance services in the last five years

Assignment Name:		Country: Kenya
Location within country:		Professional staff provided by Your Broker (profiles):
Name of Client:		Sum Insured (in Kshs.)
Address:		Duration of policy
Start Date (Month/Year)	Completion Date (Month/Year)	Premium (in Kshs.)
Name of Senior Staff ( Director/Manager, Technician) involved and functions performed:		
Full description of actual services provided by your staff :		

Insurance Broker’s Name: \_\_\_\_\_

**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position: \_\_\_\_\_

Name of Broker: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Broker/entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

\_\_\_\_\_

**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. N.B Use about one page.]*

\_\_\_\_\_

**Education**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. N.B Use about one quarter of a page.]*

\_\_\_\_\_

**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about one and a half pages.]*

---

*[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading and writing]*

---

**Languages:**

*[For each language indicate proficiency: excellent, good, fair, or poor; in speaking; reading and writing]*

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**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

**Date:** \_\_\_\_\_  
*[Signature of staff member and authorized representative of the Broker]*  
*Day/Month/Year*

**Full name of staff member:** \_\_\_\_\_

**Full name of authorized representatives:** \_\_\_\_\_

**NOTE: CV's not signed by the owner or the authorized representative shall not be evaluated. Copies of certificates must be attached.**