



MEDIA COUNCIL OF KENYA

INVITATION TO TENDER

FOR

PROVISION OF MEDICAL INSURANCE BROKERAGE SERVICES

TENDER NO. MCK/TENDER /001 /2017-2018

CLOSING DATE: WEDNESDAY, 19TH APRIL 2017 AT

12:00PM

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INTRODUCTION

SECTION I

TENDER REF: MCK/TENDER /001 /2017-2018

TENDER NAME: PROCUREMENT OF MEDICAL INSURANCE BROKERAGE SERVICES

1. The Media Council of Kenya hereinafter referred as “Procuring entity” intends to invite eligible candidates for the following; **Provision of Staff Medical Cover for Three Years.**
2. Interested eligible candidates may obtain further information and inspect tender documents at The Media Council of Kenya, P.O Box 43132-00100 Nairobi, Britam Centre along Ragati/Mara Road during normal office working hours.
3. Tender documents are available from the Office of the **Procurement Officer, ground floor during normal office working hours upon payment of a non-refundable fee of Kshs.1,000.00 for a Hard copy.** Tender document in Soft copy will be free of charge.
4. 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.
5. Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and Reference number and deposited in the Tender Box at The Media Council of Kenya, P.O Box 43132-00100 Nairobi, Britam Centre along Ragati/Mara Road so as to be received on or before **WEDNESDAY, 19TH APRIL 2017 AT 12:00 PM.** The Tenderer shall submit one (1) ORIGINAL and one (1) COPY of the completed tender documents.
6. Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the main board room located at the MCK offices at Britam Centre along Ragati/Mara Road.

7. Tenders **SHALL** be accompanied by a BID SECURITY of 2% of the tender amount in the form of Cash, Banker's Cheque, a Bank Guarantee, such Insurance Company Guarantee as may be approved by authority, A letter of Credit; or Guarantee by a deposit taking Microfinance Institution, Sacco Society, the Youth Enterprises Development Fund or the Women Enterprise Fund.

Haron Mwangi, PhD
Chief Executive Officer
MEDIA COUNCIL OF KENYA

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

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 it's tender is accepted.

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

2.12. Tender Security

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

- 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 A n y 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 (WEDNESDAY, 19TH APRIL 2017 AT 12:00 PM)**

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

(a) Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **(FRIDAY, 14TH APRIL 2017 AT 12:00 PM)**

2.16.1 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.

2.16.2 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

- (a) The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **WEDNESDAY, 14TH APRIL 2017 AT 12:00 PM**
- (b) and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.18.1 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.

2.18.2 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

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

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. The following evaluation methods will be applied.

- (a) Operational Plan
 - (i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time Specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.
- (b) Deviation in payment schedule
 - (i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.23. Contacting the Procuring entity

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

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

2.24 Post-qualification

- 2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

- 2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.25.2 To qualify for contract awards, the tenderer shall have the following:-
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

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

- 2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that non of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.3 A tenderer who gives false information in the tender document about is qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Intention to 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 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.

Instructions to tenderers reference(ITT)	Particulars of Appendix to instructions to tenderers
2.1.1	This Invitation for Tenders is open to all tenderers eligible as described in the Instructions to Tenderers.
2.1.1	Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.
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.1,000 and free of charge for bidders who download the tender document from the website.
2.3.2	The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents.
2.4.1	<p>A Tenderer 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.</p> <p>The Procuring entity will respond in writing to any request for clarification of the tender documents, not later than seven (7) days prior to the deadline for the submission of the tenders.</p>
2.4.2	The procuring entity shall reply to any clarifications sought by the tenderer within 3 days.
2.5.2	All prospective tenderers who have obtained the tender documents will be notified of the amendment by post or email.
2.6.1	The tender prepared by the tenderer shall be written in

	English language.
2.8.1	The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents.
2.10.1	Prices shall be quoted in Kenya Shillings.
2.12.2	The tender security of 2% of the tender amount shall be provided in form of Cash, Banker's Cheque, a Bank Guarantee, such Insurance Company Guarantee as may be approved.
2.12.9	The tender security may be forfeited: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> i) to sign the contract in accordance with paragraph 2.29 or ii) to furnish performance security in accordance with paragraph 2.30.
2.13.1	Tenders shall remain valid for 90 days after date of tender opening.
2.14.1	The tenderer MUST submit (1) original and (1) copy.
2.14.2	The original and copy 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.
2.15.1	Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than (Wednesday 19th April 2017 at 12.00pm)
2.20.2	Pursuant to Section 82 of Public Procurement and Assets Disposal Act, 2015. The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
2.27.1	For greater certainty, a notification of award does not form a contract nor reduce the validity period for a tender or tender security.
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.
2.29.1	The successful tenderer shall furnish ₂ the performance

	security of 10 per cent of Contract Price in form of Cash, Banker's Cheque, a Bank Guarantee, such Insurance Company Guarantee as may be approved by authority, A letter of Credit.
2.30.1	The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts.

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.

3.6 Performance Security

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

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

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

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

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

3.7. Delivery of services and Documents

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

3.8. Payment

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

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

3.9. Prices

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

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

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

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

3.10. Assignment

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

3.11. Termination for Default

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

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

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

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

- 3.13.1 The Procuring entity by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

- 3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay

in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.18 Notices

3.18.1 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 date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1.1 The tender covers a period of (3) years
- 4.1.2 Must have at least 40 member staff (attach organizational Structure)
Provide evidence in medical insurance business.
- 4.1.3 Provide evidence that the company has been in existence and in operation for at least ten (10 years) as a medical insurance provider.
- 4.1.5 Provide current credit rating by an accredited rating facility.
- 4.1.6 Provide evidence of use of Smart card services.
- 4.1.7 Service provider should able to offer service country wide, and provide comprehensive & current schedule of preferred hospitals, doctors & providers.
- 4.1.8 The bidder must fill in the confidential business questionnaire form.
- 4.1.9 Must provide a list of at least 5 (five) different clients where they have offered similar covers amounting to 50 million and above in the last two years.
- 4.1.10 List of References including:
- Five (5) reputable Corporate Clients dealt with in similar work for the last five (5) years
 - Attach copies of Reference letters and recommendation letters from the references stated above
 - Detailed Company Profile:
- 4.1.11 The successful Bidder will be required to furnish a performance security amounting to 10% of the contract sum.
- 4.1.12 Ability to continually provide regular reports on cost of care and risk management options for managing current and future benefits utilization.
- 4.1.13 Bidder should provide evidence of professional and technical training and experience of bidder's staff;

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

Reference of general conditions of contract.	Special condition of contract
3.6.1 Performance security	Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security of 10% of the Contract Price.
3.7 Delivery of Services	Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements.
3.8 Payment	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 Price adjustment	Prices charges by the contractor for Services performed under the Contract shall not vary from the prices quoted by the tenderer in its tender.
3.14.1 Resolution of Disputes.	The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them in connection with the contract.
3.16 Applicable law.	The contract shall be interpreted in accordance with the laws of Kenya.
3.18 Notices.	Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or Email and confirmed in writing to the other party's address. The Chief Executive Officer Media Council of Kenya P.O. Box 43132 – 00100 NAIROBI, KENYA

SECTION V - SCHEDULE OF REQUIREMENTS

DETAILS OF MEDICAL INSURANCE COVER

STAFF MEDICAL INSURANCE SCHEME COVER FOR THE PERIOD 2017-2018

Media Council of Kenya (MCK) seeks to contract a reputable Insurance Brokerage Company to provide a staff medical insurance that entails benefits which ensure members of staff receive quality health care.

The proposed Staff Medical Schemes shall be a fully enhanced medical scheme cover and is intended to provide all employees and their dependents with quality medical and health care services on 24 hours cover basis taking into cognizance the unpredictable nature of sicknesses and/or accidents. The cover will be both in and out-patient.

While it is appreciated that medical schemes come with inherent controls and procedures, MCK is hoping that the selected provider will look at the possibility of ensuring that any controls and procedures are not unnecessarily bureaucratic and cumbersome.

The Medical Scheme is expected to cover the following:-

1. Inpatient cover

The In-patient cover benefit shall cater for illnesses requiring hospitalization and will be fully enhanced with pre-existing illnesses, chronic and HIV/AIDS conditions and will cater for the following benefits:-

- ❖ Accidental and illness hospitalization (accommodation, doctor(s)' fees, operating theatre, ICU charges, physiotherapy, prescribed drugs, dressings surgical appliances, X-rays)
- ❖ In-patient and day care surgery
- ❖ Admission bed (ward bed, private or semi-private)
- ❖ First non-elective and emergency caesarean
- ❖ Hospitalization due to dental and optical cases
- ❖ Gynecological illnesses
- ❖ Post hospitalization benefits

- ❖ Ambulance rescue/evacuation (both road and air)
- ❖ treatment while in hospital; and
- ❖ Discharge from hospital and the cost of treatment thereof.
- ❖ Renal cases
- ❖ Cancer/oncology
- ❖ Diabetes, hypertension,
- ❖ nutritional,
- ❖ ongoing treatments

2. Outpatient cover:

The Outpatient scheme shall deal with cases of illness not requiring admission into a hospital and will include examinations, diagnosis and speedy treatment at health clinics and/or hospitals with the aim of preventing any ailment or illness from growing into cases that require hospitalization.

The outpatient cover shall encompass the following benefits:

- ◆ Routine outpatient consultation;
- ◆ Diagnostic Laboratory and Radiology services;
- ◆ Prescribed Physiotherapy;
- ◆ Prescribed drugs and dressings;
- ◆ HIV/AIDS related conditions and prescribed ARVs;
- ◆ Routine Immunization (KEPI) ;
- ◆ Routine Antenatal checkups (Max 1 U/S exam);
- ◆ Postnatal care;
- ◆ Chronic and recurring conditions;
- ◆ Outpatient Emergency Ambulance Services;
- ◆ Dental services;

- ◆ Optical services;
- ◆ Immunizations;
- ◆ Counseling services;
- ◆ Specialist opinion on referral basis;
- ◆ Health Education (wellness programmes);
- ◆ Renal treatment;
- ◆ Any additional benefits should be specified by the service provider.

3. **Particulars/requirements of medical scheme cover:**

The service provider is expected to provide the following:-

- ✓ Full details of what the cover provides
- ✓ Eligible expenses included in the in-patient cover
- ✓ Eligible expenses included in the out-patient cover
- ✓ Full details of cover exclusions i.e. give specific details of each excluded condition
- ✓ Dependants eligibility

All service providers are required to fully provide information on whether the inpatient medical cover incorporates the following:-

- ✓ Last expense rider (member and dependents Kshs.100,000/=)

4. **Network coverage**

The service provider should have extensive and reputable countrywide network of Hospitals, Clinics, Pharmacies and Laboratories within easy reach of the members and their dependants. The service provider is required to provide the following:-

- (i) Full details of towns where the insurance company is represented.

(ii) The appointed hospitals, clinics and doctors all over the country that can be accessed by employees and their dependants.

(iii) Full details of the medical cover outside Kenya and all exclusions that are applicable.

NB: All MCK employees are resident in Nairobi. However, their family members (dependants) may not necessarily stay with them but stay up-country.

Once in a while, staff may be required to perform their duties out of station or travel within the country or overseas to attend training, seminars or workshops or while on leave.

The service provider should therefore make provision for such cases in the proposal.

5. Case Management

The service provider is expected to provide details on the following:-

- (i) A detailed description on how the cover is going to be administered.
- (ii) An analysis on how the service provider intends to address the following issues/procedures:-
 - (a) Admission of members into the cover
 - (b) Admission of members with pre-existing conditions into the cover
 - (c) Admission of HIV/AIDS related cases to the cover
 - (d) Procedure to be followed for overseas cover
 - (e) Procedure to be followed to procure last expense (if any in your package)
 - (f) Any other requiring emphasis

6. Claims Settlement Turnaround Time

The service provider is expected to demonstrate and give details of the claims settlement turnaround time.

NB: The time indicated will be used to review the performance of the Tenderer and the underwriter for any future renewal of contract.

7. Financial stability

The service provider should provide documentary proof that they are financially sound and is fully licensed and registered as a medical insurance cover provider/broker.

NB: The tender documents must be accompanied with Audited Accounts for the last two years.

8. Special medical treatment

There are cases, which may require special treatment owing to medical history of a member of staff and/or dependant.

The service provider is required to propose on how such a case is dealt with in case it re-occurs.

9. Exclusions and requirements

The service provider must state clearly requirements, special conditions and/or exclusions applicable to the schemes.

10. References and key personnel:

The service provider must demonstrate its ability, knowledge and experience in the provision of medical insurance services and give details of key personnel charged with management the medical scheme.

The service provider must give at least fifteen (15) current clients preferably five (5) from the public sector and ten (10) from the private sector indicating the type of cover, duration, and premiums for the medical scheme cover provided per each client and reliable contact persons of the client.

11. Medical benefits limits

In order to enable MCK identify the best cover for the staff, service providers are required to indicate the premium payable for each cover limit as follows:

(i) Inpatient cover limits

Cover Limit per family	staff	Dependants
10,000,000/=	27	45

(ii) Outpatient Limits

In order to enable MCK identify the best cover for the staff, service providers are required to indicate the premium payable for each cover limit as follows:

Cover Limit per family	staff	Dependants
250,000/=	27	45

(iii) Maternity

The cover should provide for the normal deliveries and emergency caesarian cases.

Cover limit per member per annum
200,000/= (for only 18 members)

(iv) Dental

The cover should cater for accidental, non-accidental dental and extractions and any other treatment as advised by dentist.

Cover Limit per family
50,000/=

(v) Optical

The cover should cater for treatment, surgery, glasses, frames and replacements and any other treatment as advised by optician.

Cover Limit per family
50,000/=

(vi) Special treatment and any exclusions

The Provider should clearly state in writing all exclusions in the proposed cover.

12. Cost of the Proposed Staff Medical Scheme

The proposed scheme will be for three (3) years and the service provider is expected to tender based on information provided above. However, any service provider may seek clarity by contacting MCK officials. The quote should be on the premium paid on yearly basis.

13. New members

New members 'premium shall be paid on pro rata basis.

14. Other details

The service provider should clearly indicate if there other terms like co-pay, waiting period e.t.c.

Evaluation Criteria

A. Preliminary Evaluation (Mandatory)

No	Criteria	Remarks
1.	Copy of Valid Certificate of Incorporation / Registration	To Fully Comply
2.	Valid tax compliance from KRA (This is subject to verification).	To Fully Comply
3.	Form CR12 duly signed and Certified.	To Fully Comply
4.	Must be registered with IRA and provide a copy of the current license.	To Fully Comply
5.	Must be a current member of the Medical Insurance Provider Association(MIPAK)	To Fully Comply
6.	Must have a professional indemnity insurance cover of at least Kshs 100 million and a copy be submitted.	To Fully Comply
7.	Submit Certified Audited Accounts for the last three years consecutively 2014,2015, 2016	To Fully Comply
8.	Letter of credit worthiness from the tender's banker.	To Fully Comply
9.	Must submit a tender security of 2% of tender amount in the form of Bank Guarantee from a Bank registered in Kenya or Insurance Bond issued by an authorised firm registered in Kenya	To Fully Comply
10.	Provide signed Litigation History(Fill Form Y attached)	To fully comply
11.	Bidders should have their documents paginated and well bound	To fully Comply
Any tender not meeting the mandatory and other eligibility criteria will not proceed to Technical Evaluation Stage.		

B. Technical Evaluation

No	Criteria	Marks
1	<p>Firms Experience</p> <p>a) Provide evidence that the company has been in existence and in operation for at least ten (10 years) as a medical insurance provider (attach recommendation letters from 10 clients who the firm has provided such services for the last 10 years)</p> <p>b) Provide current letters of recommendation from at least 5 No. key leading Hospitals in the country</p> <p>c) Bidders to provide accounts of their total assets for the year 2014 and 2015 amounting to over 50 Million Kshs.</p> <p>d) Bidders to provide accounts of their paid up capital for year 2014 and 2015 amounting to over 150 Million Kshs.</p> <p>e) Provide at least five different clients where they have offered similar covers each amounting to atleast 5 million and above in the year 2014 and 2015 (3 of which MUST be Parastatals)</p>	<p>(30)</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>10</p>
2	<p>Methodology & Work plan</p> <p>a) The product: The Cover</p> <p>Bidders to give a statement /description on each of the following regarding the proposed product and how they intend to offer it to MCK :</p> <p>Inpatient, Outpatient, Dental, Optical, Exclusions, Inclusions, Cover benefits, Customer service arrangements, Claims procedure (identification/controls) Smart cards</p> <p>b) Provide evidence of use of Smart card services</p> <p>c) Provide a comprehensive & current schedule of preferred service providers and specialists</p>	<p>(40)</p> <p>12</p> <p>2</p> <p>2</p>

	<p>d) Must give a list of 7 (seven) reputable clients and 5 total clients premiums of at least 20 million in the last one year.</p> <p>e) Provide evidence of handling outpatient Fund i.e Total claims paid/funds handled in years 2014 & 2015 respectively.</p> <p>f) Provide proposed methodology and work plan to be used to carry out the assignment. i.e <i>indicate the proposed claim turn around</i> periods described in scope of insurance cover under section v Schedule of requirements.</p> <p>g) Provide evidence of Information management and technology system in place e.eg online claims reporting / acknowledgement / claim status.</p> <p>h) Capacity to provide uninterrupted medical services within East Africa and the rest of the world</p> <p>i) Ability to continually provide regular reports on cost of care and risk management options for managing current and future benefits utilization</p> <p>j) Give details of how you intend to provide;</p> <ul style="list-style-type: none"> ○ Uninterrupted medical fund for chronic conditions ○ A proposal on how to handle new employees joining the scheme ○ Use of technology solutions for identification of all scheme members ○ Tenderer must provide the policy document specifying the benefits for all categories 	<p>3</p> <p>3</p> <p>4</p> <p>4</p> <p>3</p> <p>3</p> <p>4</p>
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3	<p>Personnel</p> <p>Bidder should provide evidence of professional and technical training and experience of bidders staff;</p> <ul style="list-style-type: none"> a. Company Profile Must have at least 50 member staff (attach organizational structure) and evidence in medical insurance b. The bidder should provide a list of at least five key technical staff who will be engaged in the assignment in format provided.(Fill form Z provided) c. Provide CV indicating their academic and professional qualifications. <ul style="list-style-type: none"> Team leader Two Management staff Two non-management staff d. At least four (4) different contact persons who are able to make instant decisions on 24 hour call for both emergency and non- emergency cases, who must have been with the company for not less than 2years <p>The submitted CV should be signed by the proposed professional staff and the authorized representative submitting the proposal. Attach academic and professional certificates.</p>	<p>(30)</p> <p>4</p> <p>4</p> <p>4</p> <p>6</p> <p>6</p> <p>6</p>
TOTAL		100

Notes on Technical evaluation criteria:

When responding to the Tender Document, the Bidder should note the following:

- 1. Only firms attaining over 80% Technical score (S_t) during Technical Evaluation will proceed to Financial Evaluation.**

C. FINANCIAL EVALUATION

FINANCIAL EVALUATION	
1	Financial evaluation will be carried out on Least Cost Basis

1. Relevant Experience of the Firm

Relevant services carried out in the last five years that best illustrates the firm's qualification.

Using the format below, provide information on each assignment for which your firm was legally contracted (firms) (use separate form for each client)

Form X

Name of client	Address.
Client contact person for the assignment	Position
Contract description	Location
Contract Period	Contact value (Kshs)
Description of actual services provided by your firm including the highest value of claim settled.	

**2. Proof of Experience and qualification of key Staff
Summary of proposed personnel**

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
5.	Title of position
	Name

Resume for all the proposed personnel.

The bidder shall provide all the information requested below (a separate form to be completed for each proposed personnel)

Form Z

Proposed personnel*		
Personnel Information	Name	Date of birth
	Professional qualification	
Present employer	Name of employer	
	Address of employer	
	Telephone	Contact/Manager (personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience in reverse chronological order, indicate, Particular technical and managerial experience relevant to the project.

From*	To*	Company, Project, Position, and relevant Technical and Managerial Experience*

3. Litigation History - Form Y

Name of Contract Supplier

MIPs should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

Year	Award For Or Against	Name Of Client, Cause of Litigation and Matter In Dispute	Disputed Amount (Current Value, Kshs. Equivalent)

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: _____ Date _____
Name and address of procuring entity _____
_____ 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	Per person Kshs.	TOTAL PREMIUM (KSHS.)
1.	Staff medical cover		

(TO BE FILLED BY THE INSURANCE BROKER.)

Signed

Signed

Stamp

Date.....

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.

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]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender
No.....of20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED
Board Secretary