

#### NUMERICAL MACHINING COMPLEX LTD

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## OPEN NATIONAL TENDER

(UNDER WRITERS ONLY)

TENDER NO: NMC/ONT/17/2020-2021

TENDER NAME: PROPOSED PROVISION OF COMPREHENSIVE

GROUP MEDICAL INSURANCE COVER SERVICES (IN-OUT

PATIENT) FOR STAFF, THEIR DEPENDANTS AND

INDEPENDENT BOARD OF DIRECTORS FOR ONE (1) YEAR

NOTICE DATE: 14/04/2021

CLOSING DATE: 26/04/2021 AT 11.00A.M EAST AFRICAN TIME

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## **SECTION I - INVITATION FOR TENDERS**

Notice Date: Wednesday 14th April, 2021

**TENDER REF. NO:** NMC/ONT/17/2020-2021

**TENDER NAME:** PROPOSED PROVISION OF COMPREHENSIVE GROUP MEDICAL INSURANCE COVER SERVICE (IN-OUT PATIENT) FOR STAFF, THEIR DEPENDANTS & INDEPENDENT BOARD OF DIRECTORS FOR ONE (1) YEAR.

Numerical Machining Complex LTD is an engineering firm incorporated under the Companies Act as a Limited Liability Company established in 1994 by the Kenyan Government. The Company aims at becoming the regional market leader in steel production, and manufacture of high quality machinery, machine tools and components through employing appropriate state of the art technology and highly skilled man power.

Numerical Machining Complex Ltd invites sealed bids from eligible candidates for the proposed provision of comprehensive group medical insurance cover services (in-out patient) for staff, their dependents & independent board of directors for ONE (1) year.

Interested eligible candidates may obtain further information and inspect the tender documents at Numerical Machining Complex Ltd located at Workshop Rd from the Procurement Office during normal working hours.

A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of 1,000 in cash or Bankers cheque payable to Numerical Machining Complex Ltd cash office or downloaded for **free** from the company website <a href="www.nmc.go.ke">www.nmc.go.ke</a> or Public Procurement Information Portal <a href="www.tenders.go.ke">www.tenders.go.ke</a>.

Bidders who download the document from the websites MUST register their interest immediately by sending an email to <a href="supplies@nmc.go.ke">supplies@nmc.go.ke</a> stating Company name, contact person, email, postal address and telephone number.

Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at Numerical Machining Complex Ltd, Workshop Rd or be addressed to The Managing Director, Numerical Machining Complex Ltd, P.O Box 70660-00400 Nairobi so as to be received on or before **26<sup>th</sup> April**, **2021 at 11.00am East African Time**.

Tenders must be accompanied with a bid security from a Commercial Bank registered in Kenya for Kshs 250,000.00 and must be valid for 150 days.

Bulky tenders which will not fit in the tender box shall be received by the procuring entity through the office of the Managing Director and shall be recorded.

Prices quoted should be net inclusive of all applicable taxes and must be in Kenya Shillings or any free convertible currency and shall remain valid for **One Hundred and Twenty (120)** days from the closing date of the tender. The exchange rate to be used will be the prevailing CBK exchange rate on the date of opening.

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Numerical Machining Complex Ltd.

Only one witness per tenderer will be allowed during opening of tenders. This is in compliance with the GoK guidelines on Covid -19 pandemic management. Numerical Machining Complex reserves the right to terminate the procurement proceedings, at any time without entering into a contract in accordance with Section 63 of the PPADA, 2015

Managing Director

Numerical Machining Complex Ltd

## 2.0 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%

### 2.5 Amendment of Tender Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and addendum.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## 2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## 2.7 Documents Comprising the Tender

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
  - (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
  - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
  - (d) Declaration Form.

#### 2.8 Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

## 2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

#### 2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

## 2.11 Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## 2.12 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

- 2.12.9 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.12.10 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.
- 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 **26/04/2021 at 11:00am E.A.T.**
- 2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

#### 2.17 Modification and Withdrawal of Tenders

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

## 2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **11:00am**, **26**<sup>th</sup> **April,2021**) and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

#### 2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## 2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each

tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

## 2.21 Conversion to single currency

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

## 2.22 Evaluation and Comparison of Tenders

- 2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.
  - (a) operational plan proposed in the tender;
  - (b) deviations in payment schedule from that specified in the Special Conditions of Contract
- 2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.
  - (a) Operational Plan
  - (i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders

- offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.
- (b) Deviation in payment schedule
- (i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract.

  Tenders will be evaluated on the basis of this base price.

  Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.
- 2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

## 2.23 Contacting the Procuring entity

- 2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

## 2.24 Post-qualification

- 2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the

- documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

#### 2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

- 2.25.2 To qualify for contract awards, the tenderer shall have the following:-
  - (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - (b) Legal capacity to enter into a contract for procurement
  - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
  - (d) Shall not be debarred from participating in public procurement.

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

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

#### 2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify

each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## 2.28 Signing of Contract

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## 2.29 Performance Security

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

## 2.30 Corrupt or Fraudulent Practices

2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of

contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

- 2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

## **Appendix to Instructions to Tenderers**

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

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

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.

2.1 Eligibility: Under writing Insurance Companies licensed by the Insurance Regulatory Authority eligible to provide medical insurance cover in K  2.2.2 Cost of Tender document: The document can be downloaded free of charge from the PPIP OR Company website: www.nmc.go.ke.  However a charge of Kshs 1,000 will apply for who prefer collecting a hard copy from our office during normal working hours.  2.4.2 Clarifications: This may be requested not later FIVE (5) days to the submission date. Clarifications may be sent to: supplies@mmc.go  2.10.1 Tender Currency: Tenderers to quote in Shillings or any free convertible currency and remain valid for One Hundred and Twenty days from the closing date of the tender. The exchange rate to be used will be the pre CBK exchange rate on the date of opening.	Particulars of Appendix to instructions to	
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CBK exchange rate on the date of opening.		
	vailing	
2.12.1 Tender Security of Kshs 250,000.00 from a		
2.12.1 Tender Security of Kshs 250,000.00 from a		
Commercial Bank registered in Kenya and vali	d for	
150 days from the date of tender opening.		
2.13.1 The tender shall be valid for a period of 120 da	ys	
from the date of Tender opening.		
2.16.1 Deadline for submission of tender: The tender is	vill be	
closed on 26 <sup>th</sup> April, 2021 at 11:00am		
2.16.3 Bulky tenders: Bulky tenders which will not fit	in the	
tender box shall be received by the procuring e	ntity	

	through the office of the Managing Director and shall
	be recorded in a register.
2.18.1	Opening of Tenders: Tenders shall be opened
	immediately thereafter on 26 <sup>th</sup> April, 2021 at
	11:00am at NMC parking lot in the presence of the
	bidders or their authorized witnesses.
2.27.1	For greater certainty, a notification of intention to
	enter into a contract does not constitute a contract
	nor reduce the validity period of the tender security.
2.29	Performance Security: 10% of the tender sum from a
	Commercial bank registered in Kenya and valid for a
	period of ONE (1) year from the date of issuance.

## **Preliminary Evaluation Criteria**

Tenderers/bidders are required to meet the following mandatory requirements which will be used during preliminary examination to determine responsiveness. The tenderer/bidder shall either be responsive or non-responsive. Those that are responsive in all aspects shall proceed to the next Technical Evaluation Stage.

No.	Criteria	Responsive	Non
			responsive
1.	Bidder MUST submit two sets of tender		
	documents clearly marked ORIGINAL & COPY		
2.	Bidder MUSTprovide tender security of Kshs		
	250,000.00 from a Commercial Bank and valid		
	for 150days from the date of Tender Opening.		
3.	Bidder Must be registered by the Insurance		
	Regulatory Authority.		
	(provide certificate of registration)		
4.	Bidder Must Duly fill, sign and stamp the price		
	schedule		

5.	Bidder MUST Duly fill, sign and stamp the	
	form of Tender	
6.	Bidder must paginate/serialize all the	
	documents in the tender document in a	
	continous manner without alteration	
7.	Bidder MUST duly fill, stamp and sign the	
	confidential business questionnaire.	
8.	Bidder MUST provide copy of valid tax	
	compliance issued by Kenya Revenue Authority	
9.	Bidder MUST provide Copy of Certificate of	
	Incorporation or a Certificate of Registration	
	from the registrar of Companies in Kenya	
10.	Bidder MUST provide Copy of valid Business	
	permit from the County Government	
11.	Bidder MUST provide Copy of CR 12 (Applicable	
	to Incorporated firms only) from the registrar of	
	Companies in Kenya	
12.	Bidder Must Provide Membership certificate for	
	the year 2021 from the Association of Kenya	
	Insurers	
13.	Bidder MUST provide Power of Attorney	
14.	Bidder MUST provide recommendation letters	
	from three (3) clients whom he/she have	
	supplied with services of medical insurance	
	cover for any of the years between 2015 -2020.	
15.	Bidder MUST attach Financial Statements	
	audited and signed by an auditor(s) approved	
	by ICPAK	
-		

## **Technical Evaluation Criteria**

# The tenderer must comply to the requirements stipulated in this section in order to be considered for award

No.	Criteria	Complied	Not
			Complied
1.	Medical Cover proposal must include in-patient cover		
	as per the schedule of requirements under section v of		
	the tender document.		
2.	Medical Cover proposal must include out -patient cover		
	as per the schedule of requirements under section v of		
	the tender document.		
3.	Medical Cover proposal must include dental cover as		
	per the schedule of requirements under section v of the		
	tender document.		
4.	Medical Cover proposal must include the optical cover		
	as per the schedule of requirements under section v of		
	the tender document.		
5.	Medical Cover proposal must include the Maternity Cover		
	as per the schedule of requirements under section v of		
	the tender document.		
6.	Medical Cover proposal must include the First		
	Caesearean cover as per the schedule of requirements		
	under section v of the tender document.		
7.	Tenderer must commit in writing to provide biometric		
	identification system and branded medical smart cards		
	at no additional premium in the proposal		
8.	Medical cover proposal must include emergencey		
	evacuation cover as per the schedule of requirements		
	under section v of the tender document.		
9.	Tenderer must provide evidence of underwriter using		
	medical Online Insurance Management System that can		
	generate monthly member statements and reports. In		

	addition must commit to provide the monthly statements	
	to members and monthly reports to the NMC Contract	
	administrator.	
10.	Tenderer must provide a Country wide list of Hospitals,	
	Health Providers and Private medical practitioners covered	
	by the proposed medical cover	
11.	Tenderer must provide a written statement to confirm that	
	tenderer will facilitate staff sensitization & health talks at	
	least once every quarter	
12.	Must provide written statement to confirm that the cover	
	includes medical checkups once annually	
13.	Medical cover proposal must include last expense cover	
	as per the schedule of requirements under section v of the	
	tender document.	
14.	Medical cover proposal must include overseas treatment	
	cover as per the schedule of requirements under section v	
	of the tender document.	
15.	Tenderer must have an average annual premium turnover	
	of Kshs 40 Million	
16.	Tenderer must provide commitment in writing authorising	
	Numerical Machining Complex Ltd to include atleast (5)	
	hospitals/private medical practioners outside the provided	
	list of hospitals/private medical practioners	
17.	Tenderer must provide a written commitment indicating	
	that there shall be no waiting period and pre-	
	authorizations before a service is rendered	
	TOTAL	
•	·	 

## **Award Criteria**

The tender will be awarded to the tenderer who meets all the preliminary requirements, meets all the technical requirements and is the tenderer with the lowest evaluated price.

## 3.0 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

- 3.6.1Within 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

- 3.11.1The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:
  - (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
  - (b) If the Contractor fails to perform any other obligation(s) under the Contract
  - (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

#### 3.12 Termination for Insolvency

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

#### 3.13 Termination for Convenience

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

## 3.14 Resolution of Disputes

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

## 3.15 Governing Language

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

#### 3.16 Applicable Law

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

## 3.17 Force Majeure

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

#### 3.18 Notices

- 3.1.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.1.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

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

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

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.

Reference of general conditions	Special condition of contract
of contract	
3.6	Performance security of 10% of the tender sum
	from a Commercial Bank registered in Kenya
3.7	Delivery of services as provided for in the schedule of requirements
3.8	Payment to be made in 4 instalments as follows:
3.0	(a) $1^{st}$ Instalment, $25\%$ of tender sum upon
	signing of the contract
	(b) 2 <sup>nd</sup> Instalment, 25% of tender sum after 30
	days from the date of contract signing
	(c) 3 <sup>rd</sup> Instalment, 25% of tender sum after 60
	days from the date of contract signing
	(d) 4 <sup>th</sup> Instalment, 25% of tender sum after 90
	days from the contract signing date
3.14	The procuring entity and the service provider 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.				
	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 arbitration				
3.15	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.				
	The contract shall be interpreted in accordance				
3.16	with the laws of Kenya				
	All communication to be addressed to:				
3.18	Managing Director,				
	Numerical Machining Complex Ltd				
	P.O Box 70660-00400				
	Nairobi, Kenya				
	Tel: 020-2241701				

#### **SECTION V - SCHEDULE OF REQUIREMENTS**

#### Notes for preparing Schedule of Requirements.

- 1. The schedule of Requirements shall be included in the tender documents by the procuring entity and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
- 2. The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
- 3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

#### **SECTION V - SCHEDULE OF REQUIREMENTS**

NMC is seeking to contract a reputable Medical Insurance Provider to provide medical insurance that entails benefits which ensure members of staff receive quality health care.

The proposed medical schemes shall be a fully enhanced medical scheme cover and is intended to provide all employees, their dependents and independent board of director's quality and affordable medical and health care services on 24 hours cover basis taking into cognizance the unpredictable nature of sicknesses and/or accidents.

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

NMC seeks to engage a medical insurance firm to provide a comprehensive medical cover (in-out patient) for staff, their dependents and independent board members as per the details provided below:

- i) Provide prompt and satisfactory service on the general management of the Medical scheme cover, correspondence and claim review meetings.
- ii) Prepare the policy document and any endorsements therein and forward to NMC within 15 days upon contract signing.
- iii) Arrange quarterly meeting to review performance of the policy by 15<sup>th</sup> of the following quarter.
- iv) Provide appropriate medical scheme improvement recommendations.
- v) Such other service as may be related or ancillary to the due performance of the above work.

# SCOPE OF THE COMPREHENSIVE MEDICAL COVER FOR STAFF, THEIR DEPENDANTS AND INDEPENDENT BOARD OF DIRECTORS

The objective of the cover is to provide a comprehensive medical cover (in-out patient) for the staff, their dependents and independent board of directors.

The duration for the cover is for a period of ONE (1) year subject to satisfactory performance review.

The proposed scheme shall cover all staff, their dependents and independent board of directors. Dependent children will be covered up to the age of 25 years.

The provider is expected to provide efficient and effective medical services for the members, their dependents and independent board of directors without a waiting period.

The medical services must be easily available and accessible to the members, their dependents and independent board of directors as and when required.

The membership comprising of the Independent board of directors, staff and their dependents may change from time to time and NMC will update the service provider appropriately.

The summary of benefits and total population is provided herein:

## 1. Inpatient cover

The In-patient cover benefit shall cater for illnesses requiring hospitalization and will be fully enhanced with pre-existing illnesses, chronic illnesses including HIV/aids conditions and will cater for the following benefits for the principal member, spouse and maximum of four children up to 25 years.

The in-patient should encompass the following benefits:

- Hospitalization including full diagnosis and treatment, discharge from hospital and the cost of treatment.
- Post hospitalization benefits.
- Accommodation and meals for caretaker, parent/guardian accompanying a child below 12 years.
- Dental and optical hospitalization resulting from an accident will each be covered within the limits.
- The in-patient optical and dental treatment for illness necessitating hospitalization will be covered within the limits.
- Specialists fee including physician, surgeons, anesthetics e.t.c.
- Pre-existing and chronic recurrent conditions including hypertension, asthma, diabetes, cancer related illness, arthritis and pre-existing surgical conditions.
- Congenital conditions and neonatal expenses.
- In-patient psychiatric treatment.
- Laboratory investigations, X-rays, ultrasound, ECG, MRI scans.
- Prescribed drugs, dressing surgical appliances and nursing procedures.
- Medical appliances (hearing aids, glucometer, insulin delivery services, urine catheters & accessories etc).
- Radiology X-ray, ultrasound, ECG and computerized tomography, MRI scans.
- Radiotherapy and chemotherapy.
- Pathology (laboratory) fees
- Post hospitalization attendant therapy upto three (3) months.
- Access to medical specialists while admitted.
- In-patient physiotherapy.
- Gynecological treatment.
- Day surgery admissions including dental, optical gynecological as well as other services.

- Operating theatre charges.
- Intensive care unit (ICU) and high dependency unit (HDU) charges.
- Laser surgery.
- Annual health checks
- Well woman, well man medical services.
- No waiting period and pre-authorization.
- Treatment for alcoholism and drug addictions (employee only)
- Palliative or analgesic care
- Provision of maternity benefits including caesarian section.
- Cost of medical circumcision.
- Accident hospitalization.
- Rescue and evacuation in case of emergency.
- Treatment overseas if not locally available where advised by a medical practitioner.
- Management and treatment of severe respiratory illness including but not limited to COVID -19 where such illness is severe and requires use of a respirator/ventilator or oxygen concentrator.
- All pandemics (including Covid -19) to be covered within limit.
- Worldwide cover.
- Medical services for HIV/AIDs including counselling, treatment,
   providing anti-retroviral and other related drugs.
- Terrorism cover to cover medical expenses arising from activities where the insured is a victim.
- Include hospital accommodation charges net of NHIF
- Any other service not included above but which may be mutually agreed upon from time to time.
- Any additional benefit(s) should be specified by the bidder.

#### 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 for the principal member, spouse and maximum of four (4) children up to 25 years.

The scope of the cover for out-patient medical services shall apply to all medical related illnesses and will include the following:

- Routine outpatient consultation.
- Prescribed physiotherapy
- Prescribed drugs and dressings
- Immunization KEPI and baby friendly
- Counselling services
- Family palnning & fertility tests
- Impotence drugs
- Diagnostic equipment (e.g Glucometers, BP machines etc) and hearing aids.
- Circumcision
- Recommended travel vaccines yellow fever, polio
- Alternative treatment i.e acupuncture and chiropractor, on referral.
- Non -motorized wheel chairs, frames and crutches.
- Counselling, testing, treatment of HIV related opportunistic diseases and provision of anti –retrviral drugs.
- Attendance to other opportunistic and terminal diseases such as TB,
   Cancer etc.
- Alcoholism, drug and substance abuse treatment, counselling and rehabilitation services.

- Pre-existing conditions.
- Annual general checkups for members
- Diagnostic X-ray and laboratory tests.
- Radiology X-ray, ultrasound, EEG, ECG and computerized tomography, MRI, scans.
- Referrals to specialists (Pediatricians, Obstetricians, Gynecologists, lactation specialists.
- Neonatologists, Orthopedic doctors, dermatologists, E.N.T doctors etc.
- Psychiatrist treatment.
- Maternity services i.e. Anti and Post Natal.
- HIV/AIDs cover (Voluntary counselling and testing and other related treatments.
- Chiropractor upon referral & approval.
- Pandemic diseases vaccinations but not limited to COVID -19
- PSA test (Prostrate antigen test) for male employees and spouses and one pap smear test and a mammogram for female employees and spouses per annum
- Staff vaccination for diseases such as hepatitis B.
- Prescribed soaps and oils e.g.Oilatum for eczema.
- Laser surgery treatment
- Treatment to correct bodily injuries;
- Health Education (wellness programmes);
- Any additional benefits should be specified by the bidder.

#### 3. Other Benefits

a) **Dental cover:** including accidental damage to teeth, simple and difficult extractions, fillings (temporary and permanent), dentures, gum surgery, root canal treatment, pulpotomy, minor oral surgery, basic prescribed dentures subject to the set limit per person;

b) **Optical Cover:** including all prescribed lenses, contact lenses, antiglare lenses, prescribed indicated photo chromatic lenses and frames subject to the set limit per person;

#### c) Maternity:

Shall cover the principal and or the spouse up to the maximum prescribed limit and will cater for:-

- i. Normal deliveries and pregnancy complications
- ii. Elective and subsequent caesarean sections plus the first emergency caesarean section.
- iii. Applicable to female principal member and female registered spouses only

#### d) Bed Entitlement

All staff are entitled to a Standard room. The same will be paid less NHIF cover for bed charges.

#### e) Smart card

Smart card technology with biometrics to be used to manage the scheme

#### f) Emergency evacuation

In case of any emergency the insurance firm shall ensure that the staff or dependents are evacuated from the scene and taken to the hospital within the shortest time possible. (Provision of air rescue and evacuation services through the assistance of AMREF/Flying Doctors, African Air Rescue, Maf, St. John's Ambulance)

#### g) Medical Statements

The insurer shall provide periodical medical statements to staff on their individual accounts and to NMC's management. In a case where the allocation reaches at least 75% and there is a likelihood of an over expenditure based on the condition of the patient NMC's management shall be notified immediately.

#### h) Last Expense

Funeral cover/last expense at Kshs.100, 000/- for either principal member/ dependant.

#### i) Overseas treatment

Overseas treatment is a benefit available if the required management is not available locally. The insurer should arrange the transfer of the patient destination country and subsequent treatment, subject to cover limits. Travel will be limited to insured person using scheduled air flight on economy class. Benefit will extend to include lodger fee while member is in hospital.

#### j) List of appointed service providers

The list of service providers to be given to be comprehensive and to have country wide distribution. The Company to be allowed to add to the list providers frequently visited by staff who may not be in the initial list.

#### 1. Exclusions and Requirements

The following exclusions will apply:

- a) Cosmetic surgery or beauty treatment;
- b) Family planning and fertility treatment i.e. costs of treatment related to infertility and impotence;
- c) Acupuncturists and Herbalists treatment;
- d) Self-referral overseas for treatment available locally;
- e) Expenses recoverable under any other Insurance

#### **Medical Benefits Limits**

The following cover limits per family shall apply

Grade/Job	In	Out	Dental	Optical	Maternity	Last
Group	Patient	Patient	(Kshs)	(Kshs)	(Kshs)	Expense
	(Kshs)	(Kshs)				
Board of	2,000,000	100,000	30,000	30,000	-	100,000
Directors						
Category A	500,000	120,000	30,000	30,000	100,000	100,000
Category	400,000	90,000	30,000	30,000	100,000	100,000
B+C						

## MEMBERSHIP DETAILS

## **Population**

Summary of Beneficiaries

Category		
Grade	M	M+ Dependants
Board of Directors	4	4
A	12	44
B+C	109	444
TOTAL POPULATION	125	492

Grade (Job Group)	Populat ion (Membe rs only)	Population (Members + Dependants)	M	M+1	M+2	M+3	M+4	M+5
Board of Directors	4	4	4	0	0	0	0	0
Category A	12	44	1	2	3	5	2	0
Category B & C	109	444	4	12	14	30	28	19
TOTAL POPULATION	125	492	9	14	17	35	30	19

No.	Principal & Dependent	Date of Birth	Gender
1.	Independent Board Member		
2.	Independent Board Member		
3.	Independent Board Member		
4.	Independent Board Member		
1	Managing Director	27/12/1962	MALE
2	WIFE		FEMALE
3	Child	16/05/2006	MALE
1	MEMBER	28/11/1980	MALE
2	WIFE	09/08/1982	FEMALE
3	SON	10/01/2010	MALE
	3011	10/01/2010	WALE
1	MEMBER	04/06/1962	MALE
2	WIFE	01/08/1964	FEMALE
1	MEMBER	21/06/1971	FEMALE
1	MEMBER	13/11/1968	MALE
2	WIFE	17/03/1974	FEMALE
3	DAUGHTER	13/05/1997	FEMALE
4	DAUGHTER	20/06/2003	FEMALE
1	MEMBER	07/04/1974	MALE
2	WIFE	28/08/1984	FEMALE
3	DAUGHTER	27/05/2014	FEMALE
4	DAUGHTER	29/01/2016	FEMALE
1	MEMBER	18/03/1987	MALE

2	WIFE	19/07/1986	FEMALE
3	SON	14/09/2014	MALE
1	MEMBER	23/11/1986	MALE
2	WIFE	29/09/1992	FEMALE
3	SON	09/03/2017	MALE
1	MEMBER	15/02/1981	MALE
2	WIFE	19/11/1986	FEMALE
3	DAUGHTER	13/07/2013	FEMALE
4	SON	14/11/2017	MALE
1	MEMBER	07/04/1975	MALE
2	WIFE	20/06/1977	FEMALE
3	SON	25/05/2003	MALE
4	DAUGHTER	13/09/2008	FEMALE
5	SON	30/04/2020	MALE
1	MEMBER	23/10/1969	MALE
2	WIFE		FEMALE
3	DAUGHTER	28/09/1998	FEMALE
4	DAUGHTER	01/09/2004	FEMALE
1	MEMBER	20/05/1976	MALE
2	WIFE	08/10/1982	FEMALE
3	DAUGHTER	09/01/2010	FEMALE
4	DAUGHTER	19/07/2014	FEMALE
1	MEMBER	23/03/1968	MALE
2	WIFE	17/02/1979	FEMALE
3	DAUGHTER	23/08/2010	FEMALE

4	SON	15/02/2013	MALE
	DAUGHTER	02/01/2000	FEMALE
1	MEMBER	29/05/1965	FEMALE
2	SON	21/09/1996	MALE
1	MEMBER	13/01/1964	MALE
2	WIFE	09/06/1964	FEMALE
3	SON	19/09/1996	MALE
1	MEMBER	04/04/1971	FEMALE
2	DAUGHTER	08/12/2000	FEMALE
1	MEMBER	21/06/1986	MALE
2	SON	11/10/2013	MALE
1	MEMBER	28/08/1968	MALE
2	WIFE	20/06/1976	FEMALE
3	SON	24/03/2002	MALE
4	DAUGHTER	03/10/2012	FEMALE
5	SON	02/08/2016	MALE
6	SON	13/02/1998	MALE
1	MEMBER	10/03/1980	MALE
2	WIFE	12/06/1980	FEMALE
3	SON	17/10/2013	MALE
1	MEMBER	02/07/1965	MALE
2	WIFE	21/12/1981	FEMALE
3	SON	23/08/2009	MALE
4	SON	24/11/2010	MALE

5	SON	18/07/2015	MALE
6	DAUGHTER	06/10/2006	FEMALE
1	MEMBER	09/03/1963	MALE
2	WIFE	23/03/1966	FEMALE
1	MEMBER	28/10/1969	MALE
1	MEMBER	01/01/1984	MALE
2	WIFE	01/01/1984	FEMALE
3	DAUGHTER	23/08/2015	FEMALE
4	DAUGHTER	4/05/2018	FEMALE
5	DAUGTHER	22/11/2019	FEMALE
1	MEMBER	01/01/1964	MALE
2	WIFE	01/01/1964	FEMALE
1	MEMBER	26/01/1969	MALE
2	WIFE	25/05/1975	FEMALE
3	SON	25/07/1998	MALE
4	DAUGHTER	06/03/2003	FEMALE
1	MEMBER	29/09/1982	FEMALE
2	HUSBAND	07/09/1973	MALE
3	SON	26/08/2003	MALE
4	SON	25/03/2005	MALE
5	DAUGHTER	02/06/2015	FEMALE
1	MEMBER	13/12/1978	FEMALE
2	HUSBAND	23/11/1970	MALE
3	DAUGHTER	15/10/2004	FEMALE
	1	<u></u>	i.

4	SON	02/07/2010	MALE
5	DAUGHTER	16/11/2015	FEMALE
1	MEMBER	15/04/1974	MALE
2	WIFE	04/06/1982	FEMALE
3	DAUGHTER	30/09/2000	FEMALE
4	DAUGHTER	29/01/2003	FEMALE
5	DAUGHTER	26/12/2006	FEMALE
6	SON	17/07/2014	MALE
1	MEMBER	30/06/1978	FEMALE
2	SON	17/01/2003	MALE
1	MEMBER	12/01/1982	MALE
2	WIFE	01/10/1990	FEMALE
3	DAUGHTER	15/05/2013	FEMALE
4	SON	10/01/2016	MALE
1	MEMBER	05/01/1979	MALE
	WIFE	25/05/1980	FEMALE
1	SON	20/10/2012	MALE
2	SON	11/05/2016	MALE
3	SON	01/01/2021	MALE
1	MEMBER	05/01/1979	MALE
2	WIFE	01/01/1981	FEMALE
3	SON	20/06/2016	MALE
4	DAUGHTER	15/11/2007	FEMALE
5	DAUGHTER	20/11/2012	FEMALE
1	MEMBER	09/02/1986	MALE

2	WIFE	21/01/1988	FEMALE
3	DAUGHTER	05/07/2015	FEMALE
4	SON	07/07/2018	MALE
1	MEMBER	15/01/1979	MALE
2	WIFE	26/01/1990	FEMALE
1	MEMBER	22/02/1976	MALE
2	WIFE	25/10/1991	FEMALE
3	SON	14/09/2003	MALE
4	DAUGHTER	24/01/2009	FEMALE
5	DAUGHTER	24/05/2014	FEMALE
6	SON	1/11/2016	MALE
1	MEMBER	23/03/1976	MALE
2	WIFE	22/06/1973	FEMALE
3	SON	20/01/2007	MALE
4	DAUGHTER	25/10/2005	FEMALE
5	SON	20/01/2007	MALE
6	DAUGHTER	1/07/2012	FEMALE
1	MEMBER	11/05/1979	MALE
2	WIFE	19/11/1983	FEMALE
3	SON	28/10/2013	MALE
4	SON	5/07/2015	MALE
1	MEMBER	11/09/1982	MALE
2	WIFE	28/07/1987	FEMALE
3	DAUGHTER	29/06/2011	FEMALE
4	DAUGHTER	17/09/2014	FEMALE
5	SON	9/09/2018	MALE

	MEMBER	18-04-81	FEMALE
2	HUSBAND	27/02/1975	MALE
3	SON	2/07/2012	MALE
ŀ	SON	21/01/2015	MALE
5	SON	10/10/2017	MALE
1	MEMBER	23/03/1972	MALE
2	WIFE	7/09/1986	FEMALE
3	DAUGHTER	10/07/2000	FEMALE
ŀ	SON	8/07/2014	MALE
5	SON	27/03/2007	MALE
5	DAUGHTER	2/06/2006	FEMALE
	MEMBER	11/12/1970	MALE
;	WIFE	29/11/1977	FEMALE
3	DAUGHTER	10/12/2007	FEMALE
ŀ	SON	19/08/2011	MALE
5	SON	1/01/2013	MALE
-	MEMBER	15/05/1961	MALE
2	WIFE	7/07/1962	FEMALE
3	SON	7/01/1997	MALE
L	MEMBER	28/09/1985	MALE
2	WIFE	01/01/1989	FEMALE
3	SON	08/09/2013	MALE
<b> </b>	SON	04/04/2012	MALE
L	MEMBER	12/12/1978	MALE
2	WIFE	01/01/1982	FEMALE

3	DAUGTHER	17/02/2006	FEMALE
4	DAUGTHER	27/05/2008	FEMALE
5	DAUGTHER	22/10/2012	FEMALE
1	DAUGHTER	08/08/1990	FEMALE
1	MEMBER	16/11/1970	MALE
2	WIFE	18/02/1975	FEMALE
3	DAUGHTER	27/09/2005	FEMALE
4	DAUGHTER	27/09/2011	FEMALE
5	DAUGHTER	27/09/2011	FEMALE
1	MEMBER	06/05/1982	MALE
2	WIFE	23/08/1994	FEMALE
3	SON	04/02/2021	MALE
1	MEMBER	01/01/1976	MALE
2	WIFE	01/01/1990	FEMALE
3	SON	01/01/2002	MALE
4	DAUGHTER	01/01/2007	FEMALE
5	DAUGHTER	01/05/2010	FEMALE
1	MEMBER	01/01/1972	MALE
2	SON	03/05/1998	MALE
3	DAUGHTER	15/05/2002	FEMALE
4	DAUGHTER	22/11/2004	FEMALE
1	MEMBER	15/10/1977	MALE
2	WIFE	01/01/1982	FEMALE
3	SON	07/04/2002	MALE
4	SON	29/08/2006	MALE

5	DAUGHTER	17/12/2010	FEMALE
1	MEMBER	04/01/1970	MALE
2	WIFE	02/06/1977	FEMALE
3	DAUGHTER	26/06/2002	FEMALE
4	SON	03/12/2003	MALE
5	SON	23/11/2006	MALE
6	DAUGHTER		FEMALE
1	MEMBER	01/01/1970	MALE
2	WIFE	01/01/1976	FEMALE
3	SON	01/01/2000	MALE
4	SON	01/01/2007	MALE
5	SON	17/06/2015	MALE
6	DAUGHTER	18/03/2018	FEMALE
1	MEMBER	09/12/1962	MALE
2	WIFE	01/01/1965	FEMALE
3	DAUGHTER	16/04/1997	FEMALE
1	MEMBER	17/03/1978	FEMALE
2	HUSBAND	19/01/1978	MALE
3	DAUGHTER	08/11/2005	FEMALE
4	SON	14/01/2011	MALE
1	MEMBER	03/02/1987	FEMALE
2	HUSBAND	15/04/1987	MALE
3	DAUGHTER	30/03/2010	FEMALE
4	SON	29/12/2014	MALE
5	DAUGHTER	30/09/2020	FEMALE

1	MEMBER	01/08/1988	MALE	
2	WIFE	16/05/1990	FEMALE	
	SON	10/10/2017	MALE	
1	MEMBER	30/07/1963	MALE	
2	WIFE	26/02/1969	FEMALE	
3	SON	08/07/1996	MALE	
4	DAUGHTER	24/07/2002	FEMALE	
1	MEMBER	06/11/1984	MALE	
2	WIFE	01/08/1992	FEMALE	
3	DAUGHTE	01/12/2011	FEMALE	
4	SON	20/04/2016	MALE	
1	MEMBER	12/09/1968	MALE	
2	WIFE	14/12/1971	FEMALE	
3	SON	23/07/1996	MALE	
4	SON	18/03/2010	MALE	
1	MEMBER	17/06/1982	MALE	
2	WIFE	WIFE	06/10/1985	FEMALE
3	SON	13/03/2003	MALE	
4	DAUGHTER	17/12/2004	FEMALE	
5		16/08/2009	FEMALE	
1	MEMBER	07/07/1969	FEMALE	
2	HUSBAND	05/01/1971	MALE	
3	DAUGHTER	24/07/1997	FEMALE	
4	SON	24/09/2006	MALE	
5	SON	02/03/2009	MALE	

1	MEMBER	05/05/1984	FEMALE
2	HUSBAND	18/05/1983	MALE
3	DAUGHTER	17/04/2014	FEMALE
1	MEMBER	23/03/1962	MALE
2	WIFE	01/01/1973	FEMALE
3	SON	08/07/2008	MALE
1	MEMBER	13/06/1983	MALE
2	WIFE	08/08/1987	FEMALE
3	SON	06/02/2009	MALE
4	SON	18/09/2013	MALE
1	MEMBER	02/01/1984	MALE
2	WIFE	16/10/1985	F
3	SON	24/11/2010	M
4	SON	23/06/2014	M
5	DAUGHTER	14/03/2016	F
1	MEMBER	04/04/1979	MALE
2	WIFE	01/01/1982	F
3	DAUGHTER	03/10/2013	M
1	MEMBER	07/01/1988	MALE
2	WIFE	01/01/1988	F
3	SON	28/11/2007	M
4	DAUGHTER	05/10/2010	F
5	DAUGHTER	29/01/2017	F
1	MEMBER	29/01/1974	FEMALE
2	HUSBAND	03/07/1968	M

3	SON	11/09/2005	M
4	SON	12/02/2013	M
1	MEMBER	15/01/1981	FEMALE
2	SON	25/11/2013	M
1	MEMBER	01/01/1985	MALE
2		01/01/1986	F
3		10/01/2008	M
4		06/04/2010	M
1	MEMBER	08/08/1971	MALE
2	WIFE	05/05/1977	F
3	DAUGHTER	14/03/1999	F
4	DAUGHTER	27/08/2000	F
5	DAUGHTER	29/01/2008	F
6	SON	07/06/2016	M
1	MEMBER	08/01/1961	MALE
2	WIFE	12/05/1964	F
3	DAUGHTER	03/06/2000	F
1	MEMBER	12/07/1971	MALE
2	WIFE	30/01/1984	F
3	DAUGHTER	14/12/2004	F
4	SON	28/04/2011	M
1	MEMBER	10/10/1980	MALE
2	WIFE	01/01/1984	F
3	SON		M

1	MEMBER	26/01/1985	MALE
2	WIFE	12/06/1987	F
3	DAUGHTER	25/04/2014	F
4	SON	23/02/2018	M
5	DAUGHTER	20/12/2020	F
1	MEMBER	13/03/1979	MALE
2	WIFE	23/12/1983	F
3	DAUGHTER	20/05/2009	F
4	DAUGHTER	21/11/2012	F
5	DAUGHTER	04/08/2016	F
1	MEMBER	02/06/1982	MALE
2	WIFE	17/12/1982	F
3	SON	29/07/2006	M
4	SON	05/11/2009	M
5	SON	14/03/2018	M
1	MEMBER	01/01/1968	MALE
2	WIFE	01/01/1979	F
3	DAUGHTER	14/04/2004	F
4	DAUGHTER	20/07/2006	F
1	MEMBER	22/08/1968	MALE
2	WIFE	29/11/1971	F
3	DAUGHTER	20/10/2001	F
4	SON	23/10/2005	M
5	DAUGHTER	05/11/2010	F
	SON	16/08/1999	M
1	MEMBER	05/02/1989	MALE

2	WIFE	21/05/1989	F
3	SON	13/10/2009	M
4	DAUGHTER	05/11/2012	F
5	DAUGHTER	14/02/2017	F
1	MEMBER	17/07/1976	MALE
2	WIFE	30/10/1978	F
3		20/07/2003	M
4	DAUGHTER	19/07/2008	F
5	DAUGHTER	04/07/2015	F
1	MEMBER	21/07/1971	MALE
2	WIFE	01/01/1980	F
3	DAUGHTER	04/04/2002	F
4	SON	04/06/2004	M
5	SON	07/04/2006	M
6	DAUGHTER	15/09/1999	F
1	MEMBER	30/12/1972	MALE
2	WIFE	05/07/1977	<b>F</b>
3		20/12/2007	M
4		14/10/2016	F
1	MEMBER	01/01/1973	MALE
2	WIFE	01/01/1973	F
3		14/02/2002	F
4	DAUGHTER	27/10/2005	F
5		27/07/2013	M
6	DAUGHTER	08/10/2019	F
1	MEMBER	28/11/1982	MALE

2	WIFE	1987	F
3	DAUGHTER	01/04/2005	F
4	DAUGHTER	31/08/2018	F
5	DAUGHTER	21/01/2010	F
6	DAUGHTER	01/11/2011	F
1	MEMBER	16/12/1972	FEMALE
2	HUSBAND	05/05/1968	M
3	SON	14/05/1998	M
4	SON	12/07/2001	M
5	DAUGHTER	12/07/2010	F
1	MEMBER	02/03/1984	FEMALE
2		02/02/1981	M
3		10/01/2013	F
4		20/06/2016	F
	DAUGITER	20/00/2010	F
1	MEMBER	22/07/1971	MALE
2	WIFE	19/03/1977	F
3	DAUGHTER	28/05/2000	F
4	DAUGHTER	18/11/2012	F
5	DAUGHTER	16/06/2015	F
6	SON	10/06/1998	M
1	MEMBER	06/06/1976	FEMALE
2	HUSBAND	20/03/1970	M
3	DAUGHTER	14/09/1997	F
4	DAUGHTER	04/02/2002	F
5		21/02/2008	F
6	DAUGHTER	14/07/2014	F
	1		į .

1	MEMBER	30/11/1974	MALE
2	WIFE	26/06/1982	F
3	SON	13/04/2004	M
4	DAUGHTER	28/05/2011	F
5	DAUGHTER	08/03/2014	F
1	MEMBER	31/12/1982	MALE
2	WIFE	14/06/1980	F
3	SON	03/03/2011	M
4	DAUGHTER	12/05/2014	F
1	MEMBER	04/06/1980	MALE
2	WIFE	25/05/1990	F
3	SON	09/06/2012	M
4	SON	05/09/2016	М
1	MEMBER	26/09/1987	MALE
2	WIFE	26/06/1996	F
3	SON	08/02/2020	М
1	MEMBER	10/01/1988	FEMALE
2	HUSBAND	14/05/1985	M
3	DAUGHTER	30/11/2014	F
4	DAUGHTER	09/09/2017	F
1	MEMBER	27/07/1984	MALE
2	WIFE	01/01/1970	F
3	SON	12/12/2016	M
1	MEMBER	13/06/1963	MALE
2	WIFE	06/11/1966	F

3	SON	06/08/1998	M
4		10/01/2001	M
5	SON	07/02/2003	M
1	MEMBER	01/01/1963	MALE
2	WIFE	01/01/1976	F
3	DAUGHTER	06/10/2007	F
4	SON	01/01/1999	M
5	SON	01/01/2005	M
6	DAUGHTER	25/11/1998	F
1	MEMBER	12/12/1965	MALE
2	WIFE	01/01/1972	F
3	SON	01/01/1997	M
4	SON	01/01/1997	M
1	MEMBER	25/08/1972	MALE
2	WIFE	16/10/1980	F
3	DAUGHTER	25/09/2009	F
4	SON	09/06/2013	M
1	MEMBER	01/01/1988	MALE
2	WIFE	01/01/1991	F
3	DAUGHTER	03/05/2012	F
4	SON	07/12/2012	M
1	MEMBER	24/12/1981	MALE
2	WIFE	08/02/1982	F
3	DAUGHTER	12/12/2011	F
4	SON	22/06/2013	M
5	SON	09/04/2021	M

1	MEMBER	11/10/1965	FEMALE
2	HUSBAND	11/09/1960	M
3	DAUGHTER	04/08/1999	F
4	SON	07/04/2000	M
5	DAUGHTER	28/11/2001	F
5	SON	05/03/2006	M
	MEMBER	31/12/1979	MALE
)	WIFE	01/01/1986	
3	DAUGHTER	01/02/2007	
1	DAUGHTER	01/01/2010	
1	MEMBER	01/05/1963	MALE
2	WIFE	01/01/1980	F
3	SON	01/01/2000	M
1	SON	01/01/2003	M
5	DAUGHTER	01/01/2008	F
1	MEMBER	05/07/1981	MALE
1	MEMBER	19/07/1968	MALE
2	WIFE	04/10/1979	F
3	DAUGHTER	07/06/2005	F
1	SON	26/11/2009	M
5	SON	02/03/2018	M
1	MEMBER	01/01/1986	FEMALE
2	HUSBAND	05/05/1979	M
3	SON	18/01/2010	M
4	SON	01/09/2012	M

1	MEMBER	26/02/1990	MALE
2	WIFE	01/01/1992	F
1	MEMBER	18/10/1983	MALE
2	WIFE	01/01/1984	F
3	SON	27/07/2013	M
1	MEMBER	28/08/1975	MALE
2	WIFE	04/06/1990	F
3	SON	23/05/2010	M
4	DAUGHTER	06/10/2013	F
5	SON	13/09/2016	M
l	MEMBER	08/12/1986	FEMALE
2	HUSBAND	03/03/1988	M
3	DAUGHTER	23/04/2009	F
1	SON	14/04/2020	M
1	MEMBER	26/08/1974	MALE
2	WIFE	26/08/1984	F
3	DAUGHTER	23/12/2003	F
4	SON	09/09/2006	M
5	SON	30/05/2016	M
6	DAUGHTER	14/04/2020	F
1	MEMBER	01/01/1961	MALE
2	WIFE	01/01/1958	F
1	MEMBER	01/06/1965	MALE
2	WIFE	04/03/1965	F

1	MEMBER	09/09/1985	MALE
2	WIFE	11/02/1989	F
3	DAUGHTER	12/08/2017	F
1	SON	· · ·	M
+	SON	07/12/2019	IAI
1	MEMBER	23/09/1966	MALE
2	WIFE	30/09/1966	F
l	MEMBER	06/10/1984	MALE
2	WIFE	05/09/1994	F
3	DAUGHTER	28/01/2019	F
L	MEMBER	01/02/1991	MALE
L	MEMBER	28/05/1968	MALE
2	WIFE	01/02/1999	F
}	DAUGHTER	25/09/2008	F
<b>-</b>	DAUGHTER	10/03/2014	F
1	MEMBER	01/01/1980	MALE
2		12/12/2006	
3		14/01/2008	
1		14/01/2010	
5		09/05/2017	
1	MEMBER	22/06/1990	MALE
2	WIFE	14/05/1992	F
3	FEMALE	08/03/2014	F
1	MALE	15/08/2019	M

#### 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	d address	s of procuri	ng entity				
				, .	Γender N	0.		
					Гender N	ame		
Gentl	emen and	/or Ladie	es:-					
		•						
1.	Having ex	xamined	the Tender	documents i	ncluding	Addend	la No. (In	ısert
numl	oers)	. the red	ceipt of wh	ich is hereby	duly a	cknowle	dged, we	the
unde	rsigned, of	fer to pro	vide Insura	nce Services บ	ınder thi	s tender	in confor	mity
with	the	said	Tender	document	for	the	sum	of
•••••							•••••	••••
•••••	[Total T	ender an	nount in wo	rds and figure	es]			
or su	ch other s	ums as 1	nay be asce	ertained in acc	cordance	with th	e Schedu	le of
Prices	s attached	herewith	and made	part of this Te	ender.			
							_	

- 2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.
- 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.

Date	ed this	day of	2	005
[Sign	nature]		[In the capacit	y of]
Duly	authorized to sig	gn tender for and	on behalf of	
Pric	e Schedule Form			
No.	Category	Board	Staff &	Total premium
		Members – 4	Dependents	(Kshs.) vat incl.
		Members		
1.	In-patient			
2.	Out-patient			
3.	Optical			
4.	Dental			
5.	Maternity			
б.	Last Expense			
Sign	:			
Date	e:			
Star	np:			

#### **Contract Form**

THIS AGREEMENT made the	day of	20		between
[name of Procurement entit	ty] of	[country	of	Procurement
entity] (hereinafter called "the Pro	ocuring entity	") of the one p	art a	nd
[name of tenderer] of		[city and o	count	ry of tenderer]
(hereinafter called "the tenderer")	of the other 1	part:		
WHEREAS the Procuring entity	invited tend	lers for the (	GPA (	cover and has
accepted a tender by the tenderer	r for the supp	ly of the servi	ces ir	the sum of _
				[contract
price in words in figures] (hereina	after called "th	ne Contract P	rice").	

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.

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					

The Procuring entity hereby covenants to pay the tenderer in consideration

4.

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c)

Which ever applies to your type of business

	You are adv	ised that it	is a serious	offence to gi	ive false info	ormation	on this
Form	1.						
	Part	General:					
	Business						Name
• • • • • • •	• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •	•••••		•••••	
	Location		of	busin	ess	pr	emises
• • • • • •	• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •		••••		
	Plot	No.	•••••	•••••	•••••	Stree	t/Road
• • • • • •							
	Postal Addr	ess	• • • • • • • • • • • • • • • • • • • •	Tel.	No	Fax	
Emai	i1						
	Nature			of		bı	isiness
• • • • • •	•••••	• • • • • • • • • • • • • • • • • • • •					
	Registration	L		Certificate			No.
• • • • • • •							
Maxi	mum value (	of busines	s which you	ı can hand	lle at any	one time	Kshs.
• • • • • • •							
	Name of	your	bankers	•••••	•••••	I	Branch
• • • • • • •	• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •					
	Part 2(a) - S	Sole Proprie	etor:				
	Your nar	ne in	full				Age
• • • • • • •	• • • • • • • • • • • • • • • • • • • •						
	Nationality	•••••	••••	• • • • • • • • • • • • • • • • • • • •	Country	of	origin
	3						_

	Citizenship			
detai	ls			
	D + 0(1) D			
	Party 2(b) – Pa			
	Give details of	partners as follows		
	Name	Nationality	Citizenship	Details
	Shares			
1.				
2.				
۷.				
	•••••	••••••	•••••	•••••
3.				
J.				
	•••••	•••••	•••••	•••••
4.				
	•••••			•••••
••••				
5.				
	•••••			
•••••				
Part	2(c) – Registered	d Company:		
Priva	te	or		public
•••••				
State	the nominal ar	nd issued capital of th	ne company –	
	Nominal Kshs.			
	Issued Kshs			
Give	details of all dir	rectors as follows		

	Name	Nationality	Citizenship	Details
	Shares			
1.		•••••		
2.		•••••		
3.				•••••
4.				•••••
5.		•••••		
	Date			
	Signature of Te	nderer		

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:
THERFEFORE 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
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

[Address]			

(Amend accordingly if provided by Insurance Company)

### LETTER OF NOTIFICATION OF AWARD

	Address of Procuring Entity
То:	
RE: T	ender No
	Tender Name
	is to notify that the contract/s stated below under the above mentioned or 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 NOOF20
BETWEEN
APPLICANT
AND
RESPONDENT (Procuring Entity)
Request for review of the decision of the (Name of the Procuring Entity)
ofdated theday of20in the matter of Tender
No

REQUEST FOR REVIEW
I/We,the above named Applicant(s), of address: Physical
address
Public Procurement Administrative Review Board to review the whole/part of the
above mentioned decision on the following grounds , namely:-
1.
By this memorandum, the Applicant requests the Board for an order/orders
that: -
1.
SIGNED(Applicant)
Dated onday of/20

## FOR OFFICIAL USE ONLY

Lodged	with t	he S	Secretary	Public	Procurement	Adminis	trative	Review	Board	on
	. day c	of	20		•••					