



P.O.BOX. 44071-00100 , NAIROBI

**Tender for the Provision of Staff Medical Insurance Cover
(Underwriters only)**

Tender no: ASCCS/INS/03/2024 -

DATE OF SUBMISSION: NOT LATER THAN FRIDAY 29TH

NOVEMBER 2024 (12.00 NOON)

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SECTION I - INVITATION FOR TENDER

1.1 Apstar DT SACCO Society Limited (formerly Ukulima Sacco Society Limited), is a licensed Deposit Taking Sacco in Kenya with a countrywide branch networks and membership of over 61,000. The Sacco's brand is built on **Simplicity, Accessibility, Innovation, and Inclusivity as the Society's core values.**

1.2 The Sacco invites sealed tenders as described below:

Tender Reference	Reference NO. ASCCS/INS/03/2024
Issue Date	Friday, 15th November 2024
Description	The Society invites bids (Insurance underwriters only) for the provision of the provision of Staff Medical Insurance Cover for the period of two years (2) commencing 1 st January 2025 and expiring 31 st December 2025 renewable annually subject to satisfactory annual performance review.
Clarifications	Requests for clarifications should be submitted in writing by way of email to procurement@apstarsacco.coop . Deadline for submission of clarification requests is Friday 22 nd November 2024 (5.00 PM East African Time)
Submission Deadline	NOT Later than Friday, 29th November 2024 (12.00 Noon)
Tender Documents	Tender documents are available from the society's Procurement offices located at 4 th floor of Ukulima Co-operative House located on Uhuru Highway/Haileselesie junction. Interested Tenderers shall be required to pay a non-refundable fee of Kshs 1,000.00 payable at FOSA branch Nairobi for each set of documents before they are issued with the hard copy of the tender document. Interested bidders may also obtain full copy of the Tender Document from our website: www.apstarsacco.coop

1.3 Completed tender documents MUST be delivered so as to reach the undersigned:

**THE CHIEF EXECUTIVE OFFICER
APSTAR DT SACCO SOCIETY LIMITED
P.O BOX 44071-00100
NAIROBI.**

1.4 Tenders shall be opened in the Boardroom immediately thereafter in the presence of candidates or their representatives who choose to attend.

- 1.5 Prices quoted should be inclusive of all taxes, and remain valid for 120 days from the closing date of the tender.
- 1.6 Bidders are expected as a must to provide a tender security of **2% of the tendered premium sum**.
- 1.7 The Bidder should provide two copies of the technical proposal enclosed in two separate envelopes and marked **ORIGINAL TECHNICAL PROPOSAL AND COPY**
- 1.8 The Bidder should provide a Financial Proposal enclosed in a separate envelope marked **FINANCIAL PROPOSAL**
- 1.9 *Apstar DT Sacco Society Limited reserves the right to accept or reject any tender in whole or part and is NOT bound to give any reason thereof.*

NB. PLEASE DO NOT INDICATE ANY FINANCIAL FIGURES OR ANY FINANCIAL INFORMATION ON THE TECHNICAL PROPOSAL.

CHIEF EXECUTIVE OFFICER

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 Apstar DT Sacco Society limited employees, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 59 of the Act 2015.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Apstar DT Sacco Society limited, 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 be Kshs.1,000/=
- 2.2.3 Apstar DT Sacco Society limited shall allow the tenderer to view 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 (if any).

- (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) Declaration Form
- (xiii) 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 Requests for clarifications should be submitted in writing by way of email to procurement@apstarsacco.coop . Deadline for submission of clarification requests is Friday 22nd November 2024 (5.00 PM East African Time)

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.

2.5 Amendment of Tender Documents

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

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, 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 Form of Tender 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 only.

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 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 only, and shall be in the form
 - a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
- 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 rejects correction of an arithmetic error in the tender.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

- 2.14.1 The tenderer shall prepare an original 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. bear tender number and name in the invitation to tender and the words, **"DO NOT OPEN ON**
- OR BEFORE FRIDAY, 29TH NOVEMBER 2024 (12.00 NOON)**
- (b) 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".
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Apstar DT Sacco Society limited 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
- 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 at the CEO's Office.

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 Apstar DT Sacco Society limited 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 speed post 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 subject to Covid – 19 protocols, on **FRIDAY , 29TH NOVEMBER 2024 (12.00 NOON)** at Apstar Board Room 2nd Floor Ukulima Co-operative House. 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 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 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, tender evaluation, and 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, 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 non-conformity.

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, evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

- (a) operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract

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

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

2.22.4 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

2.23. Contacting the Procuring entity,

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

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

2.24 Post-qualification

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

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

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

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity, will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the 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. The 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 action. If the Procuring entity, determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 The Procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the Procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Apstar DT Sacco Society limited.

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 opening the tender 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 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 be amended through the Appendix to instructions to tenders.
5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and Regulations.

Appendix to instructions to Tenderers

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

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	UNDERWRITERS ONLY
2.15.2(b)	Opening date of tender- Friday, 29TH November 2024 (12.00 NOON)
2.16.1	<i>As 2.15.2 (b) above</i>
2.18.1	<i>As 2.15.2 (b) above</i>
2.12.2	Bidders are required to provide as a must a security Bond of 2% of the tendered premium sum and enclosed in a separate envelope and marked Bid Bond and the name of the bidder

COVER PERIOD DETAILS

Commencing on 1st January 2025 and expiring on 31st December 2025 on Two (2) years contract are renewable annually subject to annual performance review.

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, (KSHS.) ONLY and shall be in the form of:

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

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

3.7. Delivery of services and Documents

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

3.8. Payment

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

3.82. 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 25% 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 undelivered, 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 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.

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 V – EVALUATION CRITERIA

General Provision

This section contains the criteria that Apstar Sacco shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms.

MANDATORY REQUIREMENTS

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria, and that the tender is complete in all aspects in meeting the requirements. The Standard Tender Evaluation Report for evaluating Tenders provides clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Mandatory requirements examination will be considered unresponsive and will not be considered further.

TECHNICAL EVALUATION

The technical proposal will carry a weight of 80% while the financial proposal will carry a weight 20%. Only bidders who attains 90% and over in the Technical Evaluation will be evaluated further. The bids will be evaluated using the criteria set as below.

FINANCIAL EVALUATION

Only bidders that meet the minimum technical evaluation requirement of shall proceed for financial evaluation.

1) MANDATORY EVALUATION CRITERIA

Tenderers must be underwriters only and are required to meet the following **MANDATORY REQUIREMENTS** which will be used during Preliminary Examination to determine responsiveness. **All documents submitted may be checked for authenticity.**

MANDATORY EVALUATION CRITERIA		
Tenderers are required to meet the following MANDATORY REQUIREMENTS which will be used during Preliminary Examination to determine responsiveness.		
The tenderer shall either be responsive or non-responsive. Those that are responsive to all the requirements shall proceed to the next Technical Evaluation Stage.		
MR1	The underwriter must be Registered to provide medical insurance cover with the Insurance Regulatory	Evidence to be availed is valid certificate
MR2	Submit copy of Certificate of registration from the Registrar of Companies for the underwriter.	Evidence to be availed is the certificate
MR3	Submit Valid Tax Compliance Certificate from Kenya Revenue Authority for the underwriter	Evidence to be availed is the certificate
MR4	Must submit completed Confidential Business Questionnaire form for the underwriter	Evidence to be availed is a duly filled Confidential Business Questionnaire.
MR5	The underwriter must submit membership certificate for year 2024 from the Association of Kenya Insurers (AKI).	Evidence to be availed is a valid certificate
MR6	The underwriter must submit a sample policy document for the medical cover	Evidence to be availed is the sample policy document.
MR6	The underwriter must provide audited a for the last 2 years (2022 & 2023)	Evidence of audited accounts
MR7	The Underwriter must have done annual gross medical premiums in the last two previous years (2022 & 2023) of Kes 500 Million	Evidence of annual gross medical premiums of Kes 500 Million
MR8	The underwriter must have paid up capital of at least Kes 300 million	Evidence of have paid up capital of at least Kes 300 million.
MR9	Must Fill the Price Schedule in the format provided in the tender document.	Evidence to be availed is a duly filled form
MR10	Must submit evidence of the firm location e.g (single business permit, latest utility bill, Title / lease agreement)	Evidence of the firm location e.g (single business permit, latest utility bill, Title / lease agreement)
MR11	Must provide copy of underwriter Re- insurers policy document	copy of underwriter Re- insurers policy document provided

MR12	Must submit a Bid Bond of 2% of the value of the total premiums quoted	Evidence to be availed is a valid tender security and Original submitted in the Tender box
MR13	Must Fill the Form of Tender in the format provided in the tender document	Evidence to be availed is a duly filled form
MR14	Attach Apstar Sacco payment receipt	Evidence to be availed is the copy of payment receipt.

2) TECHNICAL REQUIREMENTS

The technical Evaluation will be for underwriters only

	REQUIREMENTS	Marks
1)	<p>A comprehensive list of countrywide (up to county/local level) service providers which should include, hospitals, Doctors/ specialists, pharmacists etc, and must have credit facilities with all the proposed services providers. All major hospitals and counselling centers must be included and a list provided. Bidders must be ready to introduce additional service providers as may be proposed by the procuring entity. Marks will be awarded based on the spread of the service providers within the 47 counties. (Please Tabulate and specify per county for ease of evaluation)</p> <ul style="list-style-type: none"> • Presence in 40 – 47 counties - 10 Marks • Presence in 30 – 39 counties - 5 Marks • Presence in 21- 29 counties - 3 Marks • Presence in 20 counties and Below - 0 Marks 	10
2)	<p>Update and integrate the current Medical smart cards within two weeks (14 days) on commencement of cover.</p> <p>In addition, provide modalities of engagements before smart cards are processed for new entrants to the scheme.</p> <p>Within 7 days - 3 Marks</p> <p>Greater 7 days, less than 14 days - 2 Marks</p> <p>Greater than 14 days - 0 Marks</p>	3
3)	<p>No pre-authorization for consultation service for providers on the panel provided members have identification cards/Smart Access. Preauthorization shall only be related to major medical procedures and admissions. The service provider must provide a clear list of preauthorization procedure providing time lines for each process.</p>	3
4)	<p>Flexibility to include other service providers proposed by the procuring entity</p>	2

5)	<p>Declare all exclusions - all exclusions to be expressly declared but not within the medical benefit.</p> <ul style="list-style-type: none"> Any exclusions that negates a medical benefit will lead to disqualification of the bid All exclusion must be disclosed in the Technical Proposal 	5
6)	<p>Draft Service Level Agreement (SLA) as a guideline, Inception presentation to all staff at headquarters and regional offices, turnaround periods for claim reimbursements should not exceed 7 days, medical cards should not exceed 14 days, Pre-authorization 2 hours, group utilization reports every 5th day of the month, individual statement quarterly, review meetings, health talks within the cover period at headquarters and regional offices.</p>	2
7)	<p>Provide Scheme information booklets on scheme rules and entitlement with full disclosure of all exclusions</p>	2
8)	<p>Reference from ongoing / current 10 major (attach Proof - copies of signed contract between the client and service provider) clients as described below: 200 principal members for similar services as described below:</p> <ul style="list-style-type: none"> 7 Sacco clients with minimum annual medical premiums value of kshs. 20 million - Each 2 marks 3 Others Clients with minimum annual medical premiums value of Kshs. 20 million- 1 marks each 	17
9)	<p>List three (3) key professional staff proposed for the assignment and specify their specific portfolio/tasks. Attach copies of signed CVs and certified certificates of</p> <p>Principal Officer proposed for the Assignment (Attach copies of signed CVs and Certified certificates)</p> <ul style="list-style-type: none"> Possession of B. Com Degree Insurance (Option) or equivalent – 2 Marks Possession of ACII/AIHK –1 Marks Relevant experience– 1 Mark Minimum of 5 years' experience after professional qualification – 1 Mark 	5
10)	<p>Indicate any other value adding services that your company may offer to the Society above the listed minimum requirements. One mark for each value additional service</p>	4
11)	<p>Financial capability for the last two years: Liquidity ratio;</p> <ul style="list-style-type: none"> 2:1 ratio (2Marks each year) 1: 1 ratio (1.5 Mark each year) Less – 0 point <p>(Please Tabulate and specify the ratios from the audited accounts for ease of calculations for each year)</p>	2

12)	Fulfil all the requirements of benefit cover table Note that your offer must be 100% compliant to the requirement in the table below on Special Clauses	45
13)	Total marks	100

SPECIAL CLAUSES

Bidders Must comply at a minimum to all the special clauses below

	Benefit cover	cover	Bidder, response (complied/not complied)
1)	Inpatient overall cover limit	Standalone within: - Management: Up to Kes. 1,500,000 per family. Unionizable : Up to Kes. 1000,000 per family. Marketing staff: Up to Kes. 500,000 per family	
2)	Outpatient	Standalone within: - Management I&II: Up to Kes. 150,000 per family. Unionizable : Up to Kes. 150,000 per family. Marketing staff: Up to Kes. 150,000 per family	
3)	Maternity Inpatient maternity Complications	Up to Kes. 150,000 per family within inpatient Maternity cover should cater for; <ul style="list-style-type: none"> • Normal deliveries • Pre-maturity cover. 	
4)	Maternity related complications	Up to Kes. 150,000 per family within inpatient	
5)	Cesarean Section irrespective of the Number	Covered up to up to Kes. 250,000 per family within the inpatient Sublimit	

6)	Antenatal and postnatal	Covered within the outpatient up to the full limit	
7)	Gynecological treatment	Gynecological conditions to be covered within the inpatient and outpatient covers as may be applicable.	
8)	Inpatient pre-existing Conditions, chronic HIV/AIDS and cancer related conditions	Covered within the inpatient up to 100% inpatient limits per family Newly diagnosed to be covered up to the full limit.	
9)	Inpatient Non-Accidental Dental Cover	Within the inpatient Up to Kes.350,000 per family.	
10)	Non-Accidental Ophthalmological Cover	Within the inpatient Up to Kes.350,000 per family.	
11)	Congenital and prematurity conditions	Within the inpatient Up to Kes.500,000 per family.	
12)	Accommodation/Bed Capacity	Management Up to. Kes 18,000 Private room per day net of NHIF within the Sub limit of inpatient. Unionizable: General Ward Marketing Staff: General Ward Private room per day net of NHIF within the Sub limit of inpatient.	
13)	Last Expense	Stand alone: Free Up to Kes. 200,000 per member per live.	
14)	Terrorism, Political war, and Violence	Covered up to the full limit subject to the claimant not being an active participant within the Sublimit of both inpatient and outpatient.	
15)	Epidemic, Pandemic	Insurer Must provide modalities of handling Pandemic/Epidemics	

16)	Vaccines	<p>KEPI & KEPI baby friendly vaccines to be covered in full within the out-patient cover for babies from Birth to 5 years as listed below;</p> <p>a) BCG – Tuberculosis b) HEP B – Hepatitis B c) HIB – Meningitis (Haemophilus influenzae type B) d) OPV – Oral Polio Vaccine f) IPV – Injectable Polio Vaccine g) DTap – Diphtheria etanus a cellular pertussis h) DT – Diphtheria Tetanus i) ROTA virus within the Sub limit of outpatient</p> <p>Private Vaccines</p>	
17)	Outpatient pre-existing Conditions, chronic HIV/AIDS and cancer related conditions	Covered within the outpatient up to the full limit.	
18)	Outpatient congenital disorders, Autism, Cerebral Palsy, Downs Syndrome, Speech Therapy and prematurity conditions	Covered within the outpatient up to the full limit.	
19)	Outpatient HIV/AIDS and related conditions	Covered within the outpatient up to the full limit.	
20)	Inpatient psychiatry and counselling services	<p>Up to Kes350, 000 of inpatient cover limit This benefit will cater for any psychiatric admission cases and any counselling cases that require an admission. Scheme must provide for counselling services under in patient for staff counselling for stress/depression, burnout, HIV- Aids, all medical related conditions, drug addiction etc</p>	

21)	Lodger fees	children of age 12 years to be within Sublimit of inpatient	
22)	Road & Air evacuation leading to admission	Covered with inpatient cover up to the full limit	
23)	Outpatient Ambulance services	Covered within outpatient up to the full limit	
24)	Prescribed Medical appliances and supplies	Covered within outpatient Not limited to colostomy bags, gluco stick, needles, Wheelchairs, Crutches, Knee and Wrist braces, Lumbar corset etc	
25)	Health Check-up	Management Covered up to a limit of Kes. 30,000 per family for Principal Member/Spouse within outpatient Other Staff: Covered up to a limit of Kes. 20,000 per family for Principal Member/Spouse within outpatient	
26)	Joining age	36 weeks from Birth	
27)	Alcoholism & Drug Abuse	To be covered up to a limit of Kes. 400,000 within the inpatient cover	
28)	Disease Prevention and travel inoculation vaccines	To be covered up to a limit of Kes. 10,000 within the outpatient benefit	
29)	Family Planning	To be provided up to a limit of Kes. 10,000 within the outpatient benefit	

30)	Hearing Aids Extension	To be covered for up to a limit of Kes. 50,000 within the inpatient benefit	
31)	Overseas referral	To be Covered within inpatient up to the full limit. To cover all investigations, treatment and economy air ticket for the patient and one attendant	
32)	Post hospital benefit	Kes. 100,000 to be provided to cater for follow-ups, medicine and medically prescribed materials/equipment.	
33)	Commencement date	No waiting periods. The scheme takes effect as immediately. New members to be put on cover immediately on introduction	
	Final result		Compliant / not compliant

ADDITIONAL INFORMATION TO BIDDERS

- a) *Bidders to indicate any other value adding services that your company may offer to the Society.*
- b) *Maternity is to be provided within the in-patient cover for **delivery services only**. Pre-natal and post-natal to be covered within out-patient or inpatient as applicable*
- c) *Bidders are expected to provide proof of wide network of medical services covering hospitals, doctors/specialists, pharmacists etc. Financial soundness, integrity and quality of service delivery are important issues of concern.*
- d) *It is emphasized that full disclosures be provided especially on the exclusion clauses*
- e) *Bidders must provide for burial expenses*
- f) *Bidders must provide health checkups as guided*
- g) *Bidders to include a draft comprehensive Service Level Agreement (SLA)*

3) Financial Evaluation

The lowest technically solution qualified financial proposal (FM) will be given a financial score (SF) of 100 points. The financial score of the other financial proposals will be computed as indicated below;

$$SF = 100 \times (FM/F)$$

Where

SF = the financial score

FM = the lowest priced technically qualified proposal

F = the price of the proposal under consideration.

Proposals will be ranked according to their combined technical solution score (ST) and financial (SF) scores. The combined technical solution and financial score, S, will be calculated as follows:

$$S = ST \times T\% + SF \times P\%.$$

The weights given to the technical and financial proposals are:

T= 0.80= weight given to the technical proposal

F= 0.20= weight given to the financial proposal

The bidder with the highest combined technical solution score (ST) and financial scores (SF) will be judged as the *lowest evaluated bidder* and awarded the tender.

A. List other cover benefits that your insurance may be providing;

1.
2.
3.
4.
5.
6.
7.

SECTION VI – SCHEDULE OF INSURANCE REQUIREMENTS

Fam Size	Management	Union	Marketing	Population
M	4	36	19	59
M+1	10	12	4	26
M+2	14	20	13	47
M+3	19	20	8	47
M+4	16	22	7	45
M+5	5	7	1	13
M+6	2			2
M+7		1		1
M+8		1		1
TOTAL	70	119	52	241

B. COVER LIMITS

Risk type	Management	Unionizable	Marketing staff	Commencing dates	Expiry dates
In Patient	1,500,000/=	1000,000/=	500,000/=	1ST January 2024	31st December 2025
Outpatient	150,000/=	150,000/=	150,000/=	1ST January 2024	31st December 2025
Dental	20,000/=	20,000/=	20,000/=	1ST January 2024	31st December 2025
Optical	20,000/=	20,000/=	20,000/=	1ST January 2024	31st December 2025

4. 2. Special Conditions of the Contract as relates to the General Conditions of contract

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Not applicable when filling the tender but may be required after the contract signing.
3.7 Delivery of Services	The insurance company services will be offered to Apstar Sacco society within the period indicated by the successful bidder(s) as indicated in the local service order / policy
3.8 Payment	Apstar Sacco society payment terms are that payment shall be made within sixty (60) days from the date the services are provided and/or contract / policy is signed by the two parties
3.9 Price adjustment	Contract price variations shall not be allowed for contracts not exceeding one year (12 months). However, where contract price variation is allowed the variation shall not exceed 25% of the original contract price and shall be processed by Apstar Sacco society limited within 30 days of receiving the request.
3.16 Applicable law	Laws of Kenya
3.18 Notices	P. O. Box 44071- 00100 Nairobi

C. SERVICE LEVEL AGREEMENT WITH SUCCESSFUL INSURANCE COMPANY

Apstar Sacco will upon the award of the contract execute a service level agreement with successful Insurance Company. The service level agreement will cover the following areas:-

1. Structuring and obtaining optimum policy covers from the underwriters in accordance with the quotations submitted
2. Analyze, review, scrutinize the policy document and any endorsements therein, and if policy document is found satisfactory, not later than 15days of inception of the insurance cover(s).
3. Ensure proper claims administration by fully coordinating prudent requirements between the Society and underwriter.
4. Ensure that all documented claims are settled within the time period provided in the document.
5. Negotiate with the selected underwriter any pertinent aspects of the policy / Premiums quoted that may arise during the term of the policy.
6. Such other services as may be related or ancillary to the due performance of above service.

SECTION VII - STANDARD TENDERING 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 may be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

1) Form of Tender

To:
Name and address of procuring entity

Date

Tender No.
Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of
[Total Tender amount in words and figures]
2. or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
3. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.
4. 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.
5. 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.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

2) Schedule of Tender Price

MANAGEMENT	No. of Principal Members	No. of Dependents	Total	Premium
M	4	0	4	
M+1	10	10	20	
M+2	14	28	28	
M+3	19	57	76	
M+4	16	64	80	
M+5	5	25	25	
M+6	2	12	12	
Union				
M	36	0	36	
M+1	12	12	24	
M+2	20	40	60	
M+3	20	60	80	
M+4	22	88	110	
M+5	7	35	42	
M+6	0	0	0	
M+7	1	7	8	
M+8	1	8	9	
Marketing				
M	19	0	19	
M+1	4	4	8	
M+2	13	26	39	
M+3	8	24	32	
M+4	7	28	35	
M+5	1	5	6	
TOTAL	241	533	753	

3) 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 **Provision of Staff Medical Insurance 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 **Staff Medical Insurance 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 _____

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

Part 1: General:

Business Name

Location of Business premises

Plot No. Street/Road

Postal Address Tel. No. Fax Email.....

Nature of business

Registration Certificate No.

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

Name of your bankers Branch

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

5) 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 will 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]

6) 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