



INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION

**TENDER NO: IEBC/11/2018-2019-PROVISION OF IEBC
COMMISSIONERS AND STAFF MEDICAL
INSURANCE, GROUP LIFE ASSURANCE (GLA) AND
GROUP PERSONAL ACCIDENT (GPA) COVERS**

CLOSING DATE: TUESDAY 21TH MAY, 2019

11.00AM EAST AFRICAN TIME

APRIL, 2019

Table of Contents

| | | |
|---|--|----|
| 1 | SECTION I - INVITATION TO TENDER | 4 |
| 2 | SECTION II - INSTRUCTIONS TO TENDERERS..... | 6 |
| 3 | SECTION III - GENERAL CONDITIONS OF CONTRACT | 23 |
| 4 | SECTION IV - SPECIAL CONDITIONS OF CONTRACT | 29 |
| 5 | SECTION V - SCHEDULE OF REQUIREMENTS | 41 |
| 6 | SECTION VI - STANDARD FORMS | 45 |

INTRODUCTION

- 1.1 This standard tender document for procurement of insurance services has been prepared for use by public entities in Kenya in the procurement of all types of insurance covers as per the Public Procurement and Asset Disposal Act 2015.
- 1.2 The following general directions should be observed when using the document;
- (a) Specific details should be furnished in the invitation to tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
 - (b) The instructions to tenderers and the General conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and appendix to instructions to tenderers respectively.
- 1.3 (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.
- (b) The invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following an invitation for expression of interest for which the invitation is issued.
- 1.4 The cover of the tender document should be modified to include: I.
Tender number. II. Tender name.
III. Name of procuring entity.
IV. Name and address of IEBC.

1 SECTION I - INVITATION TO TENDER

DATE: 29TH APRIL, 2019

**Independent Electoral and Boundaries Commission (IEBC), Anniversary Towers,
University Way, Fifth Floor P O Box 45371-00100, Nairobi**

When replying please quote:

**TENDER REF NO: IEBC/11/2018-2019 FOR PROVISION OF MEDICAL
INSURANCE, GROUP LIFE ASSURANCE (GLA) AND GROUP PERSONAL
ACCIDENT (GPA) COVERS FOR COMMISSIONERS AND STAFF**

- 1.1 **The Independent Electoral and Boundaries Commission (IEBC)** invites bids from eligible insurance underwriters for **LOT-1** Provision of Medical Insurance, **LOT-2** Group Life Assurance (GLA) and **LOT-3** Group Personal Accident (GPA) Covers for Commissioners and staff an initial period of one year renewable annually up to a maximum of two years subject to meeting Satisfactory Performance.
- 1.2 Interested eligible tenderers may obtain further information from and inspect the tender documents at IEBC Anniversary Towers, fifth floor, room 506, during normal working hours.
- 1.3 A complete set of tender documents may be downloaded by interested tenderers free of charge at the IEBC website www.iebc.or.ke and also at the tender portal: www.tenders.go.ke. Completed tender documents should be enclosed in plain sealed envelopes, marked with tender reference number shall be addressed to:
The Chief Executive Officer/Commission Secretary
**Independent Electoral and Boundaries Commission (IEBC), Anniversary Towers,
University Way, Fifth Floor P O Box 45371-00100, Nairobi**
to be received on or before **Tuesday 21st May, 2019 at 11:00 am East African Time**
- 1.1 Prices quoted should be net inclusive of all taxes and delivery, in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.2 All bids must be accompanied by a bid security of **Kenya Shillings one million (Ksh. 1,000,000)** for general/medical underwriters; and **Kenya Shillings One Hundred Fifty Thousand (Ksh. 150,000) for Life Underwriters**, from a reputable Bank or a banker's cheque payable to the Independent Electoral and Boundaries Commission, and must be valid for **120 days** after bid submission deadline.
- 1.6 Tenders will be opened immediately thereafter, at the, **21st floor Conference Room, Anniversary Towers, University Way, Nairobi** in the presence of the Candidates or their representatives who choose to attend.

Ag. Commission Secretary/CEO

SECTION II - INSTRUCTION TO TENDERERS

| Table of Clauses | Page |
|--|------|
| 2.1 Eligible Tenderers..... | 6 |
| 2.2 Cost of Tendering..... | 6 |
| 2.3 Contents of Tender document..... | 6 |
| 2.4 Clarification of Tender document..... | 7 |
| 2.5 Amendments of Tender document..... | 7 |
| 2.6 Language of Tenders..... | 8 |
| 2.7 Documents Comprising the Tender..... | 8 |
| 2.8 Tender Form..... | 8 |
| 2.9 Tender Prices..... | 8 |
| 2.10 Tender Currencies..... | 8 |
| 2.11 Tenderers Eligibility and Qualifications..... | 9 |
| 2.12 Tender Security..... | 9 |
| 2.13 Validity of Tenders..... | 10 |
| 2.14 Format and Signing of Tenders..... | 10 |
| 2.15 Sealing and Marking of Tenders..... | 10 |
| 2.16 Deadline for Submission of Tenders..... | 11 |
| 2.17 Modification and Withdrawal of Tenders..... | 11 |
| 2.18 Opening of Tenders..... | 11 |
| 2.19 Clarification of Tenders..... | 12 |
| 2.20 Preliminary Examination..... | 12 |
| 2.21 Conversion to Single Currency..... | 13 |
| 2.22 Evaluation and Comparison of Tenders..... | 13 |
| 2.23 Contacting the Procuring Entity..... | 14 |
| 2.24 Post-Qualification..... | 14 |
| 2.25 Award Criteria..... | 14 |
| 2.26 Procuring Entity's Right to Accept or Reject any or all Tenders..... | 15 |
| 2.27 Notification of Award..... | 15 |
| 2.28 Signing of Contract..... | 15 |
| 2.29 Performance Security..... | 16 |
| 2.30 Corrupt or Fraudulent Practices..... | 16 |

2 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 Ksh. 5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of Insurance Cover

- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

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

2.4 Clarification of Tender Documents

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

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

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

2.5 Amendment of Tender Documents

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

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

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

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

2.7. Documents Comprising the Tender

2.7.1 The tender prepared by the tenderer shall comprise the following components:

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

2.8. Form of Tender

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

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if 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 of
- a) Bankers cheque or;
 - b) A bank guarantee.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity.
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
 - (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for 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.
 - (b) Bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE (*day, date and time of closing*)"
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Tuesday 21st May, 2019 at 11:00 am East African Time**.

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

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend on **Tuesday 21st May, 2019 at 11:00 am East African Time** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.18.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.2 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security 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

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

Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative Payment schedule and indicate the reduction in tender Price they wish to offer for such alternative payment Schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

2.23. Contacting the Procuring entity

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

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

2.24 Post-qualification

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

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

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

2.25 Award Criteria

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

2.25.2 To qualify for contract awards, the tenderer shall have the following: -

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

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

- 2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.3 A tenderer who gives false information in the tender document about 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 10% of the contract price 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

2.1 Notes on the Appendix to the Instruction to Tenderers

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

Appendix to instructions to Tenderers

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

| Instruction to tender reference | Particulars of Appendix to instructions to tenderers |
|---------------------------------|---|
| 2.1 | Eligible tenderers shall be Kenyan registered Insurance underwriters facilitating Medical Insurance, Group Life Assurance and Group Personal Accident Covers with valid operating license issued by Insurance Regulatory Authority (IRA) – Kenya |
| 2.1.3 | The statement provided for must be under oath |
| 2.1.4 | Tenderer to provide a declaration under oath that neither the company nor the directors are subject to investigation or litigation on corruption and/or fraudulent practices |
| 2.3.2 | A complete set of tender documents may be downloaded by interested tenderers free of charge at the IEBC website at www.iebc.or.ke and also at the IFMIS tender portal: www.tenders.go.ke . using – Link to GOK tenders. Tender Documents may also be obtained from Commission Procurement Office on 15 th floor Room 1512 during normal working hours upon payment of a non - refundable fee of Ksh. 1,000.00 in cash. |
| 2.4.3 | Preference not applicable under this tender |
| 2.5.1 | The Commission will ONLY copy to other prospective bidders clarification response (s), that is material and may result to changes in the bid document |
| 2.12.1 | The tender security to be provided will be Kenya Shillings One million (Ksh 1,000,000) for General/medical underwriting; and Kenya Shillings One Hundred Fifty Thousand (Ksh. 150,000) for Life Underwriting; valid for 120 days from the date of opening the tender and shall be in form of a banker’s cheque or bank guarantee (from a reputable bank); The reputable financial institutions is as provided for under section 147(1) of Public Procurement and Asset Disposal Act 2015. |
| 2.13.1 | The validity period of the tender shall be 120 days from the date of opening of the tender. |
| 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. All printed pages of the tender shall be initialed and serialized by the person or persons signing the tender. |
| 2.15.2 (b) | 2.1.1 The day, date and time of closing the tender will be Tuesday 21st May, 2019 at 11:00 am East African Time |
| 2.16.1 | Tenders must be received by Tuesday 21st May, 2019 at 11:00 am East African Time |
| 2.18.1 | Tenders will be opened on Tuesday 21st May, 2019 at 11:00 am East African Time at Anniversary Towers , immediately after the closing time. |

2.22.4 EVALUATION CRITERIA

Tenders will be evaluated using the criteria set out in this tender document. There are three stages set out for the evaluation and comparison of tenders:

- a) **Preliminary Evaluation** – Tenders will be evaluated on ‘yes’ or ‘no’ basis. Bidders **MUST** conform to **ALL** mandatory requirements set out failure to which they will not be considered further in the evaluation process
- b) **Technical Evaluation** – Tenders will be evaluated based on scores set out in the document. Total scores in Technical Evaluation amounts to 100.
- c) **Financial Evaluation** – The formula for determining the financial score is as follows;

$$SF = FM/F*100$$

Where; SF – Financial Score
FM – Lowest Bid
F - Financial bid under consideration

The weight given to the technical evaluation is 80% and for financial evaluation is 20%

A. PRELIMINARY EVALUATION

| MR NO. | NO. REQUIREMENTS | YES | NO |
|--------|--|-----|----|
| MR 1 | Attach Certificate of Incorporation/Registration | | |
| MR 2 | Valid tax compliance with KRA (This is subject to verification) | | |
| MR 3 | Valid NSSF compliance certificate (attach current receipt of payment) | | |
| MR 4 | Must be registered with the Insurance Regulatory Authority (IRA) as an insurance underwriter (attach perpetual license/registration certificate for the current year 2019) | | |
| MR 5 | Must be a member of Association of Kenya Insurers (AKI) (attach valid certificate) | | |
| MR 6 | Evidence of having gross written medical premium of not less than 1 Billion each year in the previous 2 years for medical insurance providers; and Ksh. 50 million for life underwriters | | |
| MR 7 | Must have at least 12 professional staff members (Attach CVs) | | |
| MR 8 | Submit of current business license for the Year 2019. | | |

| MR NO. | NO. REQUIREMENTS | YES | NO |
|---------------|---|------------|-----------|
| MR 9 | Should provide a self-written, signed and stamped declaration that the bidder or his/her sub-contractors are not debarred from participating in public procurement in the firm's letterhead. | | |
| MR 10 | Should provide a self-written, signed and stamped declaration that they will not engage in any corrupt practice in the firm's letterhead under Commission of Oath. | | |
| MR 11 | Must fill the form of Tender in the format provided | | |
| MR 12 | Must fill the Price Schedule in the format provided | | |
| MR 13 | Must submit a dully filled up confidential Business Questionnaire in format provided | | |
| MR14 | Must have a Sound business portfolio mix with motor vehicles related premiums NOT exceeding 25% of total gross general business premiums. | | |
| MR 15 | Evidence of having satisfied paid-up capital requirements as per the Insurance Act. Minimum of Ksh. 600 million for general underwriters and Ksh. 400 million for life underwriter or on Risk based arrangements. | | |
| MR 16 | Submit a draft medical cover policy | | |
| MR 17 | Provide a tender security of Ksh.1 million for general underwriting; and Kenya Shillings One Hundred Fifty Thousand (Ksh. 150,000) for Life Underwriters valid for 120 days from the tender closing date | | |
| MR 18 | Tender is clearly indexed, and all pages serialized, and signed | | |
| MR 19 | Ethics and Integrity Pact duly filled and counter signed in the format provided | | |
| MR 20 | No overwriting or cancellations in the tender document. | | |
| MR 21 | Submit certified audited accounts for the last 2 consecutive years by Certified Public Auditor. | | |
| MR 22 | Provide a list of specialist and Hospitals country-wide (NHIF accredited). | | |
| MR 23 | Evidence of having net paid medical claims of not less than Ksh. 1 billion each year in the previous 2 consecutive years, for medical insurance providers | | |
| MR 24 | Attach CR 12 for limited companies | | |

The criteria for analysis of items 1 to 24 will be on “Yes” or “No” basis. Tenders, which do not satisfy any of the above requirements, shall be rejected and shall be considered non-responsive.

B. TECHNICAL EVALUATION

The tenderers shall be evaluated based on the criteria indicated below. In order to qualify for financial stage a bidder must score at least 70% at this level.

TECHNICAL EVALUATION CRITERIA

| Instructions to tenderers | Evaluation and Comparison of Tenders | Maximum Score | Score Attained |
|--|--|---------------|----------------|
| Firm's experience | Evidence that company has been in existence and in operation as a medical insurance, GPA and GLA provider for 15 years..... (15 points) | 15 | |
| Business and clientele base | <ul style="list-style-type: none"> ❖ Reference from 5 Corporate Clients each with medical premiums above Ksh. 200 Million each year, for the last 2 consecutive years; for medical insurance providers.....(10 points) ❖ Reference from 5 Corporate Clients each with 100 members for each of the last two consecutive years for GPA and GLA providers.....(10 points) | 10 | |
| Financial Capacity (Asset Base, Gross Written Premium, Balanced Portfolio Mix | ❖ Evidence of annual gross premiums in the last 2 consecutive years of over Ksh.1 billion.....for General underwriters; and Ksh. 50 million for Life Underwriters (15 points) | 15 | |
| | ❖ Attach evidence from IRA or Firm's Certified Audited Accounts for the last 2 years as evidence of having satisfied paid-up capital requirements as per the Insurance Act. Minimum of Ksh. 600 million for general underwriters and Ksh. 400 million for Life Underwriters or on Risk based arrangements..... (15 points) | 15 | |
| | ❖ General Business Portfolio Mix with a percentage of motor premium below 25%.....for medical insurance, GPA, and GPA providers.....(5 points) | 5 | |
| Responsiveness to particulars and specifications. | <p style="text-align: center;">Medical Insurance Benefits</p> <ul style="list-style-type: none"> ❖ Full in-patient benefits.....2 points ❖ Insured out-patient.....2 points ❖ Cover limits as per specs.....2 Points ❖ Pre-existing cover benefit.....2 points ❖ Dental and Optical.....2 points ❖ Value added benefits.....2 points <p style="text-align: right;">.....(12 Points)</p> <p style="text-align: center;">GPA and GLA Benefits</p> <ul style="list-style-type: none"> ❖ Evidence of payment settlement for at least 5 Corporate clients of claims for GPA and GLA within a period of 14 days..... (12 Points) | 12 | |

| Instructions to tenderers | Evaluation and Comparison of Tenders | Maximum Score | Score Attained |
|---|---|---------------|----------------|
| Qualification and Staff Competence | Human Resource Capabilities: For Medical Insurance, GLA and GPA.....(12 Points) Provide qualifications for 12 professional staff members (Attach certified copies of certificates from recognized institutions) ❖ Master Degree in relevant field.....(0.5 point each) ❖ Bachelor Degree in relevant field.....(1 point each) ❖ Diploma in relevant field.....(0.5 point each) | 12 | |
| Scope of Coverage | For Medical Insurance, GPA and GLA ❖ Network of offices/or branches countrywide ❖ Above 20 Offices/or branches..... (7 points). ❖ 10-19 Offices/or branches..... (4 points). ❖ Extensive network of hospitals /doctors and relevant service providers local and international..... (3 points) | 10 | |
| Ex gratia | Confirmation/willingness to offer Ex gratia.....(6 Points) | 6 | |
| SUB TOTAL | | 100 | |

Bidders are required to provide Documentary evidence as proof for the information provided

C. FINANCIAL EVALUATION

1. The commercial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, Exclusion Clauses, and other pertinent terms and conditions of tender.
2. The evaluation committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail.

The formula for determining the financial score is as follows;

$$SF = FM/F*100$$

Where; SF – Financial Score
 FM – Lowest Bid
 F - Financial bid under consideration

3 SECTION III - GENERAL CONDITIONS OF CONTRACT

Table of Clauses

| | Page |
|--|------|
| 3.1 Definitions..... | 24 |
| 3.2 Application..... | 24 |
| 3.3 Standards..... | 24 |
| 3.4 Use of Contract Documents and Information..... | 25 |
| 3.5 Patent Rights..... | 25 |
| 3.6 Performance Security..... | 25 |
| 3.7 Delivery of Services and Documents..... | 26 |
| 3.8 Payment..... | 26 |
| 3.9 Prices..... | 26 |
| 3.10 Assignment..... | 26 |
| 3.11 Termination for Default..... | 26 |
| 3.12 Termination for Insolvency..... | 27 |
| 3.13 Termination for Convenience..... | 27 |
| 3.14 Resolution of Disputes..... | 27 |
| 3.15 Governing Language..... | 28 |
| 3.16 Applicable law..... | 28 |
| 3.17 Force Majeure..... | 28 |
| 3.18 Notices..... | 28 |

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 superseded 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 award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable before signing the contract.
- 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) Bankers cheque or
 - b) A bank guarantee.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

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

3.8. Payment

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

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

3.9. Prices

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

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

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

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

3.10. Assignment

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

3.11. Termination for Default

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

- (a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

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

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

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

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

3.14 Resolution of Disputes

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

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

4 SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 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

4.2 INTRODUCTION

The IEBC seeks the provision of staff insurance covers for 2019/2020 and 2020/2021 financial years from experienced insurance service providers. This includes medical, group life and group personal accident which should be quoted in lots.

4.2.1 LOT 1: Provision of Group Medical Insurance

The **Mandatory** requirements comprises of parts A, B, C and D

Part A. Proof of compliance and liquidity.

Part B. Scope of cover

Part C. Proof of adherence to the given terms of reference (pre-determined cover limits)

Part D. Detailed explanation of scope of cover (Policy terms and conditions)

4.3 PART A. PROOF OF COMPLIANCE AND LIQUIDITY

| No | Requirements | Provide details as required (attach documents, kindly indicate in the space provided). | |
|----|---|--|----------------|
| 1. | Are you licensed to do medical insurance class of insurance? Attach authorization certificate from IRA. | | |
| 2. | Dully filled, signed and stamped confidential business questionnaire/ form of tender. | | |
| 3. | MUST attach a list of providers and hospitals and at least Five (5) recommendation letters from major hospitals. | | |
| 4. | Attach compliance certificates: PIN, TAX compliance, INCORPORATION certificate, IRA license (current), AKI membership certificate, Business permit. | | |
| 5. | At least 12 Key Insurance professionals employed by the organization – Brief description of their CVs | | |
| 6. | Evidence of having satisfied paid-up capital requirements as per the Insurance Act. Minimum of Ksh. 600 million for general underwriters; and Ksh. 400 million for Life underwriters; or Risk based arrangements. | | |
| 7. | Company profile/audited accounts for last consecutive 2 years | | |
| 8. | Give minimum 5 key references where you have provided the said services. | Name | Contact person |
| 9. | Gross underwritten combined premiums for 2018 which must be in excess of Ksh. 2 billion. | | |

| No | Requirements | Provide details as required (attach documents, kindly indicate in the space provided). |
|-----|--|--|
| 10. | Certificate of Incorporation under the company's Act and must be in existence for the last Fifteen (15) years (Attach proof) | |
| 11. | Valid tax compliance from KRA (This is subject to verification) | |
| 12. | Valid NSSF compliance certificate (attach current receipt of payment) | |
| 13. | Must be registered with the Insurance Regulatory Authority as a medical insurance underwriter (attach perpetual license/ registration certificate for the current year 2019) | |
| 14. | Must be a member of Association of Kenya Insurers (AKI) (attach valid certificate) | |
| 15. | Evidence of having gross written medical premium of not less than 1 Billion each year in the previous 2 years for medical insurance providers; and Ksh. 50 million for life underwriters | |
| 16. | Must have at least 12 professional staff members (Attach CVs) | |
| 17. | Submit of current business license for the Year 2019. | |
| 18. | Should provide a self-written, signed and stamped declaration that the bidder or his/her sub-contractors are not debarred from participating in public procurement in the firm's letterhead. | |
| 19. | Should provide a self-written, signed and stamped declaration that they will not engage in any corrupt practice in the firm's letterhead. | |
| 20. | Must fill the form of Tender in the format provided | |
| 21. | Must fill the Price Schedule in the format provided | |
| 22. | Must submit a dully filled up confidential Business Questionnaire in format provided | |
| 23. | Letters of reference from at least twelve medical clients with over 200 principal members. | |
| 24. | Must give at least five (5) reputable clients with a medical premium of Ksh. 50 million each for the previous year; for medical insurance providers (Evidence to be attached). | |

| No | Requirements | Provide details as required (attach documents, kindly indicate in the space provided). |
|-----|--|--|
| 25. | Must have a Sound business portfolio mix with motor vehicles related premiums NOT exceeding 25% of total gross general business premiums. | |
| 26. | Submit a draft medical cover policy | |
| 27. | Letter of credit worthiness from the Tenderer's banker | |
| 28. | Tender is clearly indexed, and all pages serialized, stamped and signed | |
| 29. | Ethics and Integrity Pact duly filled and counter signed in the format provided | |
| 30. | No overwriting or cancellations in the tender document. | |
| 31. | Submit certified audited accounts for 2 years. | |
| 32. | Provide a list of specialist and Hospitals country-wide (NHIF accredited). | |
| 33. | Evidence of paid-up capital for general Insurance business; the higher of Ksh. 600 million shillings; risk based capital determined from time to time; or 20% of the net earned premiums of the preceding financial year | |

4.4 PART B: SCOPE OF COVER

1. Doctors (Physician, Surgeon and Anaesthetize) fees
2. ICU/HDU and Theatre, Day Care Surgery
3. Drugs, Nursing Care and dressing hospitalized
4. Laboratory Investigations, X-ray and ECG Day Care Surgery
5. Road, Water & Air Evacuation at no extra cost
6. Lodger accommodation with children under 5 years
7. Overseas Treatment on referral.
8. Guardian/Spouse accompanying member at no extra cost while on stay Overseas
9. Post Hospitalization/follow up within 21 days
10. Maternity up to **Ksh. 150,000** includes pre-natal, delivery and post- Natal Charges
11. Caesarian up to **Ksh. 250, 000** within the Inpatient Benefit.
12. Dental Covers filling, extraction, root canal up to the benefit per family
13. Optical Covers deterioration/correction, of sight and spectacles, anti-glare, lenses, frames, laser treatment up to the maximum of the entitled benefit per family
14. Inpatient Dental/Optical covered under full inpatient cover of each category.

15. Smart card based system to access services.
16. Male circumcision up to **Ksh. 80,000** per Family
17. Full inpatient accident cover.
18. Full inpatient for prescribed drugs for chronic and pre-existing illness.
19. Emergency air evacuation within Kenya at **Ksh. 1, 000,000**
20. Counseling and/or rehabilitation services for all dependents and members
21. Preexisting and chronic cover limit **Ksh. 2,500,000** for each category within inpatient cover and full cover within outpatient amount.
22. Inpatient bill exceeding a sublimit/cover to be settled by the insurer as Ex-gratia.

Outpatient Benefits

The Outpatient Scheme should cater for routine outpatient services, which include but are not limited to:

- a) Routine outpatient consultations both General Practitioner and consultants/specialists
- b) Diagnostic laboratory and radiology services
- c) Prescribed physiotherapy
- d) Prescribed medication and dressings
- e) Dental services subject to a sub-limit of **Ksh. 75,000** per person per annum
- f) Optical services subject to sub-limit of **Ksh. 75,000** per Person Per Annum (inclusive prescription contact lenses and only one frame per 2 years)
- g) HIV/AIDS related conditions and prescribed ARV's to the full cover limit per person per annum.
- h) Male circumcision up to **Ksh. 80,000** per person within inpatient
- i) Routine (both KEPI and "Baby Friendly") immunizations
- j) Routine antenatal care (maximum of three ultrasound examination).
- k) Chronic and recurring conditions subject to the sub-limit
- l) Routine post-natal care up to six weeks.

Dental Cover to Cater for:

- a) Root Canal
- b) Routine Dentistry and Tooth Extraction
- c) Scaling necessitated by prevailing medical condition and prescribed by a Dentist
- d) Dentures, Braces, Crowns and Bridges prescribed by a dentist

4.4.1 Inpatient Services (Insurance Scheme) Benefits

The inpatient insurance cover should cater or but not limited to

- a) Hospital accommodation charges for Executive Rooms, Private and Semi Private Ward Rooms
- b) Doctors (Specialists, Consultants, Physician, Surgeon and Anesthetist etc.) fees.
- c) Intensive Care Unit, Dressings and Internal Surgical Appliances
- d) Pathology, X-ray, Ultrasound, ECG and Computerized Tomography, MRI, laser etc.
- e) Radiotherapy and Chemotherapy

- f) In-patient Physiotherapy
- g) Emergency Road, water and Air Evacuation within East Africa
- h) Overseas Cover- Worldwide
- i) Day Care Surgery
- j) Hospital accommodation for accompanying parent and/or guardian for hospitalized children under five years old
- k) Post hospitalization benefit after discharge for a period of 21 days
- l) Inpatient maternity related complications to be covered in the inpatient cover.
- m) All Caesarians up to a limit of **Ksh. 250,000** within inpatient benefit subject a maximum of four caesarians for a family

4.4.2 Other Benefits

- a) Both inpatient and outpatient should cover Chronic, pre-existing conditions and HIV/AIDS related conditions without discrimination.
- b) Funeral expense covers of **Ksh. 300,000** for category 1, **Ksh. 200,000** for category 2 and **Ksh. 150,000** for category 3 for the employees and their beneficiaries.

4.5 PART C: PROOF OF ADHERENCE TO THE GIVEN TERMS OF REFERENCE (PRE-DETERMINED COVER LIMITS)

| | CATEGORY 1 | CATEGORY 2 | CATEGORY 3 |
|--|---------------------------------|-------------------------------|-----------------------------------|
| | COMMISSIONERS /DIRECTORS | MANAGERS/ASS. MANAGERS | ALL OTHER MEMBERS OF STAFF |
| Total staff population 896 (principal members) +1 | 19 | 338 | 539 |
| INPATIENT | Ksh. 10,000,000 | Ksh. 5,000,000 | Ksh. 2,500,000 |
| OUTPATIENT (insured scheme) | Ksh. 300,000 | Ksh. 250,000 | Ksh. 200,000 |
| FUNERAL COVER (Including dependents) | Ksh. 300,000 | Ksh. 250,000 | Ksh. 200,000 |
| NORMAL MATERNITY | Ksh. 150,000 | Ksh. 150,000 | Ksh. 150,000 |
| ALL C—SECTION | Ksh. 250,000 | Ksh. 250,000 | Ksh. 250,000 |
| OUTPATIENT OPTICAL In patient, optical will be covered within inpatient cover | Ksh. 75,000 | Ksh. 75,000 | Ksh. 75,000 |

| | CATEGORY 1 | CATEGORY 2 | CATEGORY 3 |
|---|----------------------------------|-------------------------------|-----------------------------------|
| | COMMISSIONERS /DIRECTORS | MANAGERS/ASS. MANAGERS | ALL OTHER MEMBERS OF STAFF |
| OUTPATIENT DENTAL Inpatient dental will be fully covered within cover for inpatient | Ksh. 75,000 | Ksh. 75,000 | Ksh. 75,000 |
| CONGENITAL (BIRTH DEFECTS) CONDITION To be covered with in patient cover limit | Ksh. 1,000,000 | Ksh. 1,000,000 | Ksh. 1,000,000 |
| PSYCHO-EFFECTIVE CONDITIONS/ILLNESS | Ksh. 1,000,000 | Ksh. 1,000,000 | Ksh. 1,000,000 |
| Annual Checkup for members | Max Ksh 20,000 | Max Ksh 20,000 | Max Ksh 20,000 |
| Room entitlement for all | Executive Ksh. 20,000 | Standard private | Standard private |
| | CATEGORY 1 | CATEGORY 2 | CATEGORY 3 |
| | COMMISSIONERS /DIRECTORS | MANAGERS/ASS. MANAGERS | ALL OTHER MEMBERS OF STAFF |
| Conditions and all admissions | Outpatient at Executive clinics. | Room Ksh 15,000. | Room Ksh 15,000. |
| FAMILY SIZE | M+spouse+4 children | M+spouse+4 children | M+spouse+4 children |

IEBC ACTUAL FAMILY SIZE

IEBC MEDICAL COVER TOTAL POPULATION BY FAMILY SIZE

| FAMILY SIZE | CATEGORY A | CATEGORY B | CATEGORY C | GRAND TOTAL |
|--------------------|-------------------|-------------------|-------------------|--------------------|
| M | 8 | 7 | 47 | 62 |
| M+1 | 0 | 18 | 59 | 77 |
| M+2 | 3 | 38 | 101 | 142 |
| M+3 | 1 | 79 | 155 | 235 |
| M+4 | 2 | 96 | 103 | 201 |
| M+5 | 5 | 100 | 74 | 179 |
| GRAND TOTAL | 19 | 338 | 539 | 896 |

KEY

M - Commission employee

M+1 - Commission employee plus one dependent

M+2 - Commission employee plus two dependents

M+3 - Commission Employee plus three dependents

M+4 - Commission Employee plus four dependents

M+5 - Commission Employee plus five dependents

PART D: DETAILED EXPLANATION OF SCOPE OF COVER (policy terms and conditions)

NB. BIDDERS MUST CLEARLY STATE AND DESCRIBE THE SCOPE OF COVER TO BE PROVIDED IN LINE WITH B ABOVE AND APPLICABLE COVER LIMITS FOR THE FOLLOWING AREAS:

- a) Must indicate bed limits and ward type for each category.
- b) Must indicate the limits for pre-existing and, chronic conditions for each category.
- c) Must indicate the limits for congenital (birth defects) conditions.
- d) Must show the limits for psycho-effective conditions.
- e) Must indicate cover limits and geographical limit for Air evacuation, water, road rescue/ambulance and **Travel insurance**.
- f) Must clearly outline the OUT-PATIENT scope of cover.
- g) Must clearly outline the IN-PATIENT scope of cover.
- h) Must clearly describe the claims procedures e.g. Admission procedures, funeral expenses and out-patient claims procedure.
- i) Must clearly indicate the general policy exclusions.
- j) Must clearly describe the optical services offered and maximum limit for frames per person.
- k) Must clearly describe the dental services offered and applicable capping.

4.5.1 LOT 2: Group Life Insurance Scheme

- a) Total staff population **896 employees; including 7 Commissioners**
- b) Total monthly basic salary **Ksh. 102,203,076.90**
- c) Cover to be based on three years’ basic salary
- d) Bidders must provide a detailed scope of cover

| Group Life Assurance [Accidental, Illness and Natural Risks] | | | |
|---|---------------------------------------|---------------------------------|-----------------------|
| Risk class | Benefit type | Level of cover | Sum assured |
| Group Life Assurance | Death | 3 year’s basic salary | 3 year’s basic salary |
| | Accidental, Illness and Natural Risks | Inbuilt funeral expense benefit | Ksh. 150,000 |

4.5.2 LOT 3: Group Personal Accident Cover

- a) Permanent total disability, 5 years’ basic salary
- b) Temporary total permanent disability, weekly earnings up to 104 weeks (2 years)
- c) Total population - 896
- d) Total monthly basic salary **Ksh. 102,203,076.90**
- e) Accidental death 5 years’ basic salary
- f) Bidders must provide a detailed scope of cover

| Risk class | Benefit type | Level of cover |
|-------------------------------|--------------------------------------|--|
| Group Personal Accident Cover | Accidental Death | Four (4) years basic salary (Inbuilt funeral expense benefit Ksh. 150,000) |
| | Permanent total disability | Four (4) years basic salary |
| | Temporary total permanent disability | weekly earnings up to 104 weeks |

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY

4.1.1. Must be registered with the Insurance Regulatory Authority and a copy of current license be submitted.

4.1.2 Must have done annual gross medical premiums in the previous two years of over Ksh. 1 billion on each year.

4.1.3 Must have paid-up capital for general Insurance business; the higher of Ksh. 600 million shillings; risk based capital determined from time to time; or 20% of the net earned premiums of the preceding financial year.

4.1.4 Must give a list of 12 reputable clients and reference letters from them.

4.1.5 Must submit audited accounts for the last 2 financial years.

4.1.6 Must have at least 12 professional staff members (Attach CVs)

4.1.7 Must submit copies of the following statutory documents-; Tax Compliance certificate, Certificate of Registration/Incorporation, Bid bond of at least 2% of the bid price

4.1.8 Must be a member of Association of Kenya Insurers (AKI)

4.1.9 Evidence of having net paid medical related claims of not less than Ksh. 1 Billion each year in the previous 2 years.

4.1.10 Should provide a self-written, signed and stamped declaration that they will not engage in any corrupt practice in the format provided.

4.1.11 Must submit a dully filled up confidential Business Questionnaire in format provided.

4.1.12 Should have a Sound business portfolio mix with motor vehicles related premiums NOT exceeding 25% of total Gross General business premiums and a life-fund carried forward of not less than Ksh. 500m in 2018.

4.1.13 The eligible bidder shall be licensed underwriters only. A vendor can bid for either Lot-1 (**Medical**), Lot-2 (**GLA**) and Lot- 3 (**GPA**) or all Lots.

4.1.14 The eligible bidders must have fifteen (15) years of general insurance underwriting, with evidence.

4.1.15 Must have Asset base of not less than Ksh. 2 billion as at 2018.

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

| Reference of General conditions of Contract | Special condition of contract |
|---|--|
| 3.6 Performance security | Performance security of 10% shall be provided before signing of the contract |
| 3.7.1 Delivery of Services | Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements. The contractor shall meet all the insurance requirements as scheduled |
| 3.8 Payment | Payment shall be made within 30 days of invoice and shall be made through electronic fund transfer. This will be upon satisfaction of the payment requirements. |
| 3.9 Price adjustment | As indicated in 3.9.3 below |
| 3.9.3 Price variation | Price variation where applicable shall not exceed 10% of the contract price. Variation shall be approved by the Contract Implementation Team where applicable |
| 3.16 Applicable law | The contract shall be interpreted in accordance with the laws of Kenya |
| 3.18.1 Notices | <p>All correspondences shall be addressed to: The Chief Executive Officer/Commission Secretary Independent Electoral and Boundaries Commission (IEBC), Anniversary Towers, University Way, Fifth Floor P O Box 45371-00100, Nairobi</p> |

5 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

PRICE SCHEDULE SUMMARY FORM

Lot 1: Staff Medical Insurance

Please summarize the quoted Annual Premiums for Inpatient, Outpatient, in the table below:

| Class/ Risk No. | Description of Insurance Cover | Total Premium (Ksh.) | Proposed Underwriter / Insurance Co. | State the following if any | | | |
|-----------------------|--------------------------------------|----------------------------|--|----------------------------|---------------------|--------------------|--------|
| | | | | Excess | Free cover limit | Liability limit | Others |
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| GRAND TOTALS | | | | | | | |

Lot 2: Group Life Assurance

- Total staff population - **896 employees; including 7 Commissioners**
- Total monthly basic salary **Ksh. 102,203,076.90**
- Cover to be based on three years' basic salary
- Bidders must provide a detailed scope of cover

| ITEM NO. | DESCRIPTION OF INSURANCE COVER | TOTAL PREMIUM (KSHS.) |
|--------------------------------|--------------------------------|-----------------------|
| 1. | Death | |
| 2 | Last Expenses cover | |
| 3 | Free cover Limit | |
| 4 | Critical illness benefit | |
| Others (please specify) | | |
| GRAND TOTAL | | |

Lot 3: Group Personal Accident

- Permanent total disability, 5 years basic salary
- Temporary total permanent disability, weekly earnings up to 104 weeks
- Total population - 896
- Total monthly basic salary – **Ksh. 102,203,076.90**
- Accidental death 5 years’ basic salary
- Bidders must provide a detailed scope of cover

| ITEM. | SUM INSURED | DESCRIPTION OF INSURANCE COVER | TOTAL PREMIUM (KSHS.) |
|--------------------------------|--|--|-----------------------|
| GPA | Estimated annual Earnings Ksh.102,203,076.90 | • Accidental Death- 5years basic salary | |
| | | • Permanent and total disability- 5years basic salary | |
| | Total Population - 896 | • Temporary total permanent disability - weekly earnings up to 104 weeks | |
| | | • Temporary total permanent disability | |
| Others (please specify) | | | |
| GRAND TOTAL | | | |

NOTE: THE GRANT TOTAL AMOUNT FOR THE LOT(S) BIDDED TO BE TRANSFERED TO THE FORM OF TENDER

6 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:

The Chief Executive Officer/Commission Secretary
Independent Electoral and Boundaries Commission (IEBC),
Anniversary Towers, University Way, Fifth Floor
P O Box 45371-00100,
Nairobi

Date.....

Tender No.

Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of

.....
.....[Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2019

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Contract Form

THIS AGREEMENT made the _____ day of _____ 20____ between
[name of Procurement entity] of _____ [country of Procurement entity]
(hereinafter called “the Procuring entity”) of the one part and
[name of tenderer] of _____ [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements
 - (c) the Details of cover
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

Which ever applies to your type of business

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

Part Business General: Name

.....
Location of business premises

..... Plot No.

..... Street/Road

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

Email
Nature of business

.....
Registration Certificate No.

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

.....
Name of your bankers Branch

.....

Part 2(a) – Sole Proprietor:

Your name in full Age

.....
Nationality Country of origin

.....
Citizenship details.....

Party 2(b) – Partnership
Give details of partners as follows

| | Name | Nationality | Citizenship Details | Shares |
|--|------|-------------|---------------------|--------|
|--|------|-------------|---------------------|--------|

1.
.....

2.

.....

.....

3.

.....

4.

.....

5.

.....

Part 2(c) – Registered Company:
 Private or public

State the nominal and issued capital of the company –
 Nominal Kshs.
 Issued Kshs.

Give details of all directors as follows

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

Date..... Signature of Tenderer

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

TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[Name of procuring entity]

WHEREAS *[name of tenderer]*

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____

_____ *[reference number of the contract]* dated _____ 20 _____ to

supply

[description of insurance services] (Hereinafter called "the Contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____
20 _____

Signature and seal of the Guarantors _____

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

This is to notify that the contract/s stated below under the above mentioned tender have
been awarded to you. ^{Tender Name} _____

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

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
2. etc.

By this memorandum, the Applicant requests the Board for an order/orders that: - 1.
2. etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary

ANTI-CORRUPTION DECLARATION FORM

(Sections 62 of the PPDA, 2015)

I/We/Messrs.....

Of Street, Building, P O Box.....

Contact/Phone/E
mail.....

Declare that Public Procurement is based on a free and fair competitive
Tendering process which should not be open to abuse.

I/We.....
.....

Declare that I/We will not offer or facilitate, directly or indirectly, any
inducement or reward to any public officer, their relations or business
associates, in connection with

Tender/Tender No
.....

For or in the subsequent performance of the contract if I/We am/are
successful.

Authorized
Signature.....

Name of
Signatory.....

Title of Signatory
.....

Official
Stamp.....
.....

INTEGRITY DECLARATION FORM

(Sections 62 of the PP&AD Act, 2015)

I/We/Messrs.....

Of..... Street/avenue, Building,

P. O. BoxCode, of..... (Town),
(Nationality), Phone..... E-mail

declare that Public Procurement is based on a free and fair competitive tendering process which should not be open to abuse.

I/We.....

..... Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with,

Tender Name

Tender NO.....

For/or in the subsequent performance of the contract if I/We am/are successful.

Dated this..... Day of.....20.....

Authorized Signature.....

Official Stamp.....

Name and Title of

Signatory.....

.....