



SIAYA BONDO WATER AND SANITATION COMPANY

INVITATION TO TENDER NO.: SIBOWASCO/MED/01/2022-2023

TENDER DESCRIPTION: PROVISION OF MEDICAL INSURANCE COVER FOR  
BOARD MEMBERS AND STAFF OF SIBOWASCO

PROCURING METHOD: NATIONAL OPEN TENDER

ISSUANCE DATE: 21<sup>ST</sup> NOVEMBER 2022

SUBMISSION DATE: 6<sup>TH</sup> DECEMBER 2022

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## INVITATION TO TENDER

PROCURING ENTITY: SIAYA BONDO WATER AND SANITATION COMPANY

CONTRACT NAME AND DESCRIPTION: PROVISION OF MEDICAL INSURANCE COVER FOR BOARD MEMBERS AND STAFF OF SIBOWASCO : SIBOWASCO/MED/01/2022-2023

1. Siaya Bondo Water and Sanitation Company invites sealed tenders for the provision of Insurance Services for Medical Insurance cover for Board members and staff of SIBOWASCO in Siaya county for a period of 12 months but may be extended by 12 months subject to satisfactory performance and agreement by the parties under the same unit rates
2. Tendering will be conducted under open competitive tendering method using a standardized tender document and is open to all qualified and interested Tenderers. Tenderers will be allowed to tender for one or more items.

Tendering open to Enterprises registered appropriately with Association of Kenya Insurers (AKI) OR Insurance Brokers of Kenya (AIBK).

3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours 0800hrs to 1700 hrs at the address given below. Tender documents may be viewed and/or downloaded from the website [www.sibowasco.co.ke](http://www.sibowasco.co.ke)
4. A complete set of tender may be obtained electronically from the Website ([www.sibowasco.co.ke](http://www.sibowasco.co.ke)). Tender documents obtained electronically will be free of charge.
5. Tender documents may be viewed and downloaded for free from the website ([www.sibowasco.co.ke](http://www.sibowasco.co.ke)). Tenderers who download the tender document must forward their particulars immediately to [sibowaco@gmail.com](mailto:sibowaco@gmail.com) , 0715500071 and Box No. 214-40600 to facilitate any further clarification or addendum.
6. All Tenders must be accompanied by a “tender Security” of Kshs. 150,000 in form of a bankers cheque or a bank guarantee from a reputable bank or an insurance bond issued by an insurance firm approved by the IRA located in Kenya
7. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
8. Completed tenders must be delivered to the address below on or before Monday 6<sup>th</sup> December 2022 at 12:00 noon E.A.T. Electronic Tenders will not be permitted.

9. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
10. The service provider must declare/ provide information on excess of use/loss on the cover
11. Late tenders will be rejected.
12. The addresses referred to above are:

A. Address for obtaining further information and for purchasing tender documents

The Managing Director.

Siaya Bondo Water and Sanitation Company

P.O. Box 214-40600

Siaya

Off Siaya –Boro Road

Telephone No: 0715500071

Email: [sibowaco@gmail.com](mailto:sibowaco@gmail.com) OR [info@sibowasco.co.ke](mailto:info@sibowasco.co.ke)

B. Address for Submission of Tenders.

Managing Director

Siaya Bondo Water and Sanitation Company

P.O.BOX 214-40600

Siaya

Off Siaya –Boro Road

C. Address for Opening of Tenders.

Siaya Bondo Water and Sanitation Company

Off Siaya –Boro Road

Headquarters Boardroom

Date: 21<sup>st</sup> November 2022

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PART 1 - TENDERING PROCEDURES

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## SECTION I - INSTRUCTIONS TO TENDERERS

### A. General

#### 1. Scope of Tender

1.1 This tendering document is for the delivery of Insurance services, as specified in Section V, Procuring Entity's Schedule of Requirements. The name of the Procuring Entity, name and identification and number of this tender are specified in the TDS.

#### 2. Definitions

2.1 Throughout this tendering document:

- a) The term “in writing” means communicated in written form (e.g. by mail, e-mail, including if specified in the TDS, distributed or received through the electronic procurement system used by the Procuring Entity) with proof of receipt;
- b) If the contexts requires, “singular” means “plural” and vice versa; and
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

2.2 The successful Tenderer will be expected to commence providing the Insurance Services by Date provided in the TDS. The insurance duration for each item will be one year or the period specified in the TDS.

#### 3. Fraud and Corruption

3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her subcontractors are not debarred from participating in public procurement proceedings.

3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civils actions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.

3.3 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the TDS and make available to all the firms together with this tender document all information that would in

that respect give such firm any unfair competitive advantage over competing firms.

- 3.4 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.
4. Eligible Tenderers
    - 4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.7 or any combination of such entities in the form of a joint venture (JV) under an existing agreement with the intent to enter into such an agreement supported by a letter of intent. Only Insurance service providers registered by Insurance Regulatory Authority are eligible to tender and sign contracts. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the TDS.
    - 4.2 Public Officers of the Procuring Entity, their spouse, child, parent, brother, sister, child, parent or sister of a spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
    - 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
      - a) Directly or in directly controls, is controlled by or is under common control with another Tenderer; or
      - b) Receives or has received any direct or indirect subsidy from another Tenderer; or
      - c) Has the same legal representative as another Tenderer; or
      - d) Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or

- e) Or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Schedules of requirements, Performance Specifications, etc.) for the Insurance services that are the subject of this Tender; or
  - f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity for the Contract implementation; or
  - g) would be providing goods, works, or services resulting from or directly related to the insurance services specified in the TDS ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - h) has a close business or family relationship with a professional staff of the Procuring Entity who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer shall not participate in more than one Tender, except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.6 A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRAWww.ppra.go.ke.
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) if they can establish that they are registered as insurance businesses.
- 4.8 A tenderer under suspension from tendering as the result of the operation of a Tender Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.

- 4.9 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.10 The Insurance Act of Kenya (Revised 2017) requires that insurance companies that wish to offer insurance services in Kenya should be registered with the Insurance Regulatory Authority (IRA) of Kenya to allow them undertake insurance business in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before contract award and signature of contract. Details on application for registration with Insurance Regulatory Authority may be accessed from the website [www.ira.go.ke](http://www.ira.go.ke)
- 4.11 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Act. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.ira.go.ke](http://www.ira.go.ke)
- 4.12 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

## 5. Qualification of the Tenderer

- 5.1 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

## B. Contents of Tendering Document

### 6. Sections of Tendering Document

- 6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 9.

#### PART 1: Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT) ii) Section II - Tender

Data Sheet (TDS) iii) Section III -  
Evaluation and Qualification Criteria iv)  
Section IV – Tendering Forms

PART 2: Procuring Entity's Requirements

v) Section V–Schedule of Requirements

PART 3: Contract vi) Section VI-General

Conditions of Contract (GCC) vii)

Section VII-Special Conditions of

Contract (SCC) viii) Appendix to the

Contract–Insurance Policy

- 6.2 The Invitation to Tender (ITT) or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.
- 6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 9. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms of reference, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.
7. Clarification of Tender Document, Site Visit, Pre-Tender Meeting
- 7.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender D documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the TDS, the Procuring Entity shall also promptly publish its response at the web page identified in the TDS. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.

- 7.2 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) and items of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Sites shall be at the Tenderer's own expense. The Procuring Entity shall specify in the TDS if a pre-arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.3 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the TDS before the meeting.
- 7.4 Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.
- 7.5 The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-arranged site visit and those of the pre-tender meeting at the web page identified in the TDS. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the prearranged site visit and the pre-tender meeting will not be a cause for disqualification of a Tenderer.

## 8. Clarification of Tendering Document

- 8.1 A Tenderer requiring any clarification of the tendering document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified in the TDS. The Procuring Entity shall forward copies of its response to all Tenderers who have acquired the tendering document in accordance with ITT 6.3, including description of the inquiry but without identifying its source. If so specified in the TDS, the Procuring Entity shall also promptly publish its response at the web page identified in the TDS. Should the clarification result in changes to the essential elements of the tendering document, the Procuring Entity shall amend the tendering document following the procedure under ITT 9 and ITT 23.2.

## 9. Amendment of Tendering Document

- 9.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 9.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.1.
- 9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 23.2 below.

### C. Preparation of Tenders

#### 10. Cost of Tendering

- 10.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

#### 11. Language of Tender

- 11.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language. Supporting documents and printed literature that are part of the Tender maybe in another language provided they are accompanied by an accurate translation of the relevant passages in to the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

#### 12. Documents Comprising the Tender

- 12.1 The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT 13;
- b) Schedules: priced Activity Schedule completed in accordance with ITT 13 and ITT 15;
- c) Tender Security or Tender-Securing Declaration in accordance with ITT 20.1;
- d) Alternative Tender: if permissible in accordance with ITT 14;
- e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 21.3;
- f) Qualifications: documentary evidence in accordance with ITT 18 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;

- g) Tenderer's Eligibility: documentary evidence in accordance with ITT 18 establishing the Tenderer's eligibility to Tender;
- h) Conformity: documentary evidence in accordance with ITT 17, that the Services conform to the tendering document;
- i) Sample Insurance Policy for each type of insurance required, and
- j) Any other document required in the TDS.

12.2 The Tenderer shall furnish in the Tender Information Form on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to the is Tender.

### 13. Form of Tender and Schedule of Requirements

13.1 The Form of Tender and priced Schedule of Requirements shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.

### 14. Alternative Tenders

14.1 Unless otherwise indicated in the TDS, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the best Evaluated Tenderer shall be considered by the Procuring Entity.

### 15. Tender Prices and Discounts

15.1 The prices (or premiums) and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Schedule of Requirements shall conform to the requirements specified below.

15.2 The Contract shall be for the Insurance Services of the items described in the Schedule of Requirements submitted by the Tenderer.

15.3 The Tenderer shall quote any discounts in the Form of Tender in accordance with ITT 13.1.

15.4 All duties, taxes, and other levies payable by the Insurance Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.

15.5 If provided for in the TDS, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required

under the Special Conditions of Contract and of the General Conditions of Contract.

16. Currencies of Tender and Payment

16.1 The currency of the Tender and the currency of payments shall be Kenya Shillings, unless specified otherwise in the TDS.

17. Documents Establishing Conformity of Services

17.1 To establish the conformity of the Insurance Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the Procurement Entity's requirements specified in Section VII, Schedule of Requirements.

17.2 Standards for provision of the Insurance Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Schedule of Requirements.

17.3 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and / or contract management processes, or a possibility of collusion between tenderers, and there by help to prevent any corrupt influence in relation to the procurement process or contract management.

17.4 The purpose of the information described in ITT 6.2 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

17.5 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

- 17.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 17.7 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 17.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
  - ii) if the contract has been awarded to that tenderer, the contract award will be set aside, iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 17.9 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error or which was not attributable to the intentional act, negligence or recklessness of the tenderer.
18. Documents Establishing the Eligibility and Qualifications of the Tenderer
- 18.1 To establish Tenderer's their eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, and all Tendering Forms included in Section IV.
- 18.2 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 meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 18.3 In the event that pre-qualification of Tenderers has been undertaken as stated in the TDS, only Tenders from pre-qualified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that

the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.

18.4 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

19. Period of Validity of Tenders

19.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 23.1). A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

19.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20, it shall also be extended for a or responding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

20. Tender Security

20.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified in the TDS, in original form and, in the case of a Tender Security, in the amount and currency specified in the TDS.

20.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

20.3 If a Tender Security is specified pursuant to ITT 20.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option: i) cash; ii) a bank guarantee;

iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

20.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

20.5 If a Tender Security is specified pursuant to ITT 20.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were

determined non responsive or a bidder declines to extend tender validity period.

- 20.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 20.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
  - b) If the successful Tenderer fails to:
    - i) Sign the Contract in accordance with ITT 45;
    - or ii) furnish a performance security in accordance with ITT 46.
- 20.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 20.9 A tenderer shall not issue a tender security to guarantee itself.
21. Format and Signing of Tender
- 21.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 12, bound with the volume containing the Form of Tender, and clearly marked "Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.
- 21.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 21.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 21.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

## D. Submission and Opening of Tenders

### 22. Sealing and Marking of Tenders

22.1 The Tenderer shall deliver the Tender in a single, sealed envelope. Within the single envelope the Tenderer shall place the following separate, sealed envelopes:

- a) In an envelope marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 12; and
- b) in an envelope marked “COPIES”, all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT14, and if relevant:
  - i) in an envelope marked “ORIGINAL-ALTERNATIVETENDER”, the alternative Tender; and
  - ii) in the envelope marked “COPIES – ALTERNATIVE TENDER” all required copies of the alternative Tender.

22.2 The inner envelopes shall:

- a) Bear the name and address of the Tenderer;
- b) Be addressed to the Procuring Entity in accordance with ITT 23.1;
- c) Bear the specific identification of this Tendering process specified in accordance with TDS 1.1; and
- d) Bear a warning not to open before the time and date for Tender opening.

22.3 The outer-envelopes shall:

- a) Be addressed to the Procuring Entity in accordance with ITT 23.1;
- b) bear the specific identification of this Tendering process specified in accordance with TDS 1.1; and
- (c) Bear a warning not to open before the time and date for Tender opening.

22.4 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender.

Tenders that were misplaced or opened prematurely will be not be accepted.

### 23 Deadline for Submission of Tenders

23.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified in the TDS. When so specified in the TDS, Tenderers shall have the option of submitting their Tenders

electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the TDS.

23.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### 24. Late Tenders

24.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 23. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

#### 25 Withdrawal, Substitution and Modification of Tenders

25.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that with draw all notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

25.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

25.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

#### 26. Tender Opening

26.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified in the TDS in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening

procedures required if electronic tendering is permitted in accordance with ITT 23.1, shall be as specified in the TDS.

- 26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 26.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 26.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 26.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 26.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified in the TDS.
- 26.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).
- 26.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or Modification;
  - b) the Tender Price, per lot (contract) if applicable, including any discounts; and
  - c) any alternative Tenders;

- d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
- e) Number of pages of each tender document submitted.

26.9 The Tenderers' representatives who a represent shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a tenderer upon request.

## E. Evaluation and Comparison of Tenders

### 27. Confidentiality

27.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.

27.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.

27.3 Notwithstanding ITT 27.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

### 28 Clarification of Tenders

28.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any Tenderer for clarification of its Tender including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT 32.

28.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

### 29 Deviations, Reservations, and Omissions

29.1 During the evaluation of Tenders, the following definitions apply:

- a) “Deviation” is a departure from the requirements specified in the tendering document;
- b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) “Omission” is the failure to submit part or all of the information or documentation  
Required in the tendering document.

30. Determination of Responsiveness

30.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

30.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) If accepted, would:
  - i) Affect in any substantial way the scope, quality, or performance of the Insurance Services specified in the Contract; or ii) Limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers  
Presenting substantially responsive Tenders.

30.3 The Procuring Entity shall examine the technical aspects of the Tenders submitted in accordance with ITT 17 and ITT 18, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

31. Non-conformities, Errors and Omissions

31.1 If a Tender is not substantially responsive to the requirements of the tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. Non-conformities, Errors and Omissions

31.2 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

31.3 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the

Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

32. Arithmetical Errors

32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

32.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from an incorrect calculation of unit price, quantity, sub-total and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail

32.3 Tenderers shall be notified of any error detected in their bid during the notification of award

33. Comparison of Tenders and Conversion to Single Currency

33.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 31.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost prices for each offered insurance service.

33.2 For evaluation and comparison purposes, the currency (ies) of the Tender shall be converted in a single currency as specified in the TDS. The source of exchange rate and the date of such exchange rate shall also be specified in the TDS.

34. Margin of Preference and Reservations

34.1 A margin of preference on local insurance providers may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/thresholds specified in the Regulations.

34.2 A margin of preference shall not be allowed unless it is specified so in the TDS.

34.3 Contracts procured on basis of international competitive tendering shall not be subject to reservation exclusive to specific groups as provided in ITT 33.4.

- 34.4 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case maybe), and who are appropriately registered as such by a competent authority, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.
35. Evaluation of Tenders
- 35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
- a) Substantially responsive to the tendering document; and
  - b) The lowest evaluated cost.
- 35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the Evaluated Tender Price by adjusting the Tender price as follows:
- a) Prices offered by the Tenderer, corrected appropriately in accordance with ITT 32;
  - b) Price adjustment due to discounts offered in accordance with ITT 15.4;
  - c) converting the amount resulting from applying (a) and (b) above, if allowed, to a single currency in accordance with ITT 33.2;
  - d) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken in to account in Tender evaluation.
- 35.4 Where the tender involves multiple items, the tenderer will be allowed to tender for one or more items. Each item will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers will be base done each item and not a combination of items.
36. Comparison of Tenders

36.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

### 37. Abnormally Low Tenders and Abnormally high tenders

#### Abnormally Low Tenders

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender price or that genuine competition between Tenderers is compromised.

37.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analysis of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

#### Abnormally High Tenders

37.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.

- ii) If specifications, cope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

#### 38. Qualification of the Tenderer

38.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

38.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take in to consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

#### 39. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

39.1 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 there by incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

#### F. Award of Contract

#### 40. Award Criteria

40.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

#### 41. Notice of Intention to enter in to a Contract

- 41.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter in to a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:
- a) The name and address of the Tenderer submitting the successful tender;
  - b) The Contract price of the successful tender;
  - c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
  - d) the expiry date of the Standstill Period; and
  - e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;
42. Standstill Period
- 42.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tenderer to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 42.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.
43. Debriefing by the Procuring Entity
- 43.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.
- 43.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.
44. Negotiations
- 44.1 The negotiations shall be held at the place indicated in the TDS with the Tenderer's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Tenderer. The Procuring Entity will constitute a team to negotiate a contract and the terms of the Insurance Policy to be provided.
- 44.2 The negotiations shall start with discussions of the scope of the terms and conditions of the Policy, its conformity to the Procuring Entity's requirements, the conditions and circumstances under which the

insured will be financially compensated, and the items that would need to be attended to before the contract is signed and an Insurance Policy issued. These discussions shall not substantially alter the original scope of the Procuring Entity's requirements. The items that would need to be attended to by the Procuring Entity before the contract is signed and an Insurance Policy issued should not be so extended as to render the scope of the required service and its price different from the Procuring Entity's requirements.

- 44.3 The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Tenderers' authorized representative.
45. Letter of Award
- 45.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.
46. Signing of Contract
- 46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.
47. Performance Security
- 47.1 Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the TDS, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.
- 47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the TDS or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring

Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

47.3 Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

48. Publication of Procurement Contract

48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

- a) Name and address of the Procuring Entity;
- b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) The name of the successful Tenderer, the final total contract price, the contract duration.
- d) Dates of signature, commencement and completion of contract;
- e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49. Procurement Related Complaint and Administrative Review

49.1 The procedures for making Procurement-related Complaints are as specified in the TDS.

49.2 A request for administrative review shall be made in the form provided under contract forms.

## SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Insurance services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The Tender reference number (ITT) is: SIBOWASCO/MED/01/2022-2023 The Procuring Entity is: Siaya Bondo Water and Sanitation Company (SIBOWASCO) PROVISION OF MEDICAL INSURANCE COVER FOR BOARD MEMBERS AND STAFF OF SIBOWASCO
ITT 2.1(a)	Electronic –Procurement System The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process: N/A
ITT 2.2	The Intended date commencing providing the Insurance Services is 2 <sup>ND</sup> January 2023 or as shall be advised by the procuring entity  The insurance duration for each item will be 12 months but may be extended by 12 months subject of satisfactory performance and agreement by the parties under the same unit rates.
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: 1
	B. Contents of Tendering Document
ITT 7.1 8.1	i) The Tenderer will submit any request for clarifications in writing at the Address P.O.BOX 214-40600 , <a href="mailto:sibowaco@gmail.com">sibowaco@gmail.com</a> to reach the Procuring Entity not later than:7 days before tender closing date.  ii) The Procuring Entity shall publish its response at the website <a href="http://www.sibowasco.co.ke">www.sibowasco.co.ke</a>
ITT 7.2	(A) A pre-arranged pretender site visit: Shall not take place  (B) Pre-Tender meeting: Shall not take place
ITT 7.3	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than: 7 days before tender closing date before the meeting.
ITT 7.5	The Procuring Entity’s website where Minutes of the pre-Tender meeting and the prearranged pretender will be published is: N/A

ITT 15.5	The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract except where there are additional members and defendants to the scheme.
ITT 16.1	The currency of the Tender and the currency of payments shall be Kenya Shillings.
ITT 18.3	Prequalification “has not” been undertaken.
ITT 19.1	The Tender validity period shall be 120 days.
ITT 20.1	A Tender Security shall be required, the amount and currency of the Tender Security shall be Kenya Shillings Kshs. 150,000 valid for 150 days after date of tender opening in form of a bankers cheque or a bank guarantee from a reputable bank or an insurance bond issued by an insurance firm approved by the IRA located in Kenya
ITT 21.1	In addition to the original of the Tender, the number of copies is: One
ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	D. Submission and Opening of Tenders
ITT 23.1	For <u>Tender submission purposes only</u> , the Procuring Entity’s address is: Attention: MANAGING DIRECTOR Siaya Bondo Water and Sanitation Company Postal Address: P.O.BOX 214-40600 Physical Address: Siaya Telephone: 0715500071
ITT 23.1	The deadline for Tender submission is 6 <sup>th</sup> December 2022 at 12:00 noon E.A.T.  Tenderers “shall not” have the option of submitting their Tenders electronically.  The electronic Tender submission procedures shall be: N/A
ITT 26.1	The Tender opening shall take place at: Siaya Bondo Water and Sanitation Company Postal Address: P.O.BOX 214-40600 Physical Address: Off Siaya - Boro Road Headquarters boardroom Date: 6 <sup>th</sup> December 2022 Time: : 12:00 noon E.A.T
ITT 26.1	The electronic Tender opening procedures shall be: N/A

ITT 26.6	The Form of Tender and priced Schedule of requirements shall be initialed by: Four representatives.
E. Evaluation and Comparison of Tenders	
ITT 33.2	The currency shall be Kenya shillings and the source of exchange rate shall be: Central Bank of Kenya as on 6 <sup>th</sup> December 2022 at 12:00 noon E.A.T
ITT 34.2	Margin of preference shall be : not allowed.
F. Award of Contract	
ITT 49.1	The procedures for making a Procurement-related Complaint are available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a> .

## **SECTION III - EVALUATION AND QUALIFICATION CRITERIA**

### **1. General Provision**

This section contains the criteria that SIBOWASCO 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.

#### Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that

- (i) Meets the qualification criteria,
- (ii) Has been determined to be substantially responsive to the Tender Documents,
- (iii) Is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

### **2. Preliminary examination for Determination of Responsiveness**

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of “Part2–Procuring Entity's Insurance Requirements”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are incomplete. 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 Preliminary Examination will be considered irresponsive and will not be considered further.

### **3. Tender Evaluation (ITT 35) Price evaluation: in addition to the criteria listed in ITT 35.2**

- (a) – (c) the following criteria shall apply: Other Criteria; if permitted under ITT 35.2 (d):

### **4. Multiple Contracts**

Multiple contracts will be not permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of items and the lowest evaluated tenderer identified for each item.

### **5. Alternative Tenders (ITT14.1)**

An alternative if permitted under ITT 14.1, will be evaluated as follows:

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2- Procuring Entity's requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

6. **MARGIN OF PREFERENCE**

Apply Margin of Preference: Not Applicable

7. Post Qualification Criteria (ITT 38) Post qualification and Contract award (ITT39), more specifically,

(a) The tender will be subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required..

a) History of non-performing contracts:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non- performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last 3 years. The required information shall be furnished in the appropriate form.

b) Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above i fall pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last 3 years. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

## PRELIMINARY EVALUATION CRITERIA

Tenderers 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. **Presentation of false information and /or fake document(s) shall lead to automatic disqualification**

PRELIMINARY 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.		
No.	Requirement	Required Document
MR1	Submit a copy of certificate of registration/Incorporation from the Registrar of Companies for the underwriter or the proposed underwriter by the broker/agent	Certificate of registration/Incorporation
MR2	Submit current valid Tax Compliance Certificate from Kenya Revenue Authority for the underwriter or the proposed underwriter by the broker/agent	Current valid Tax Compliance Certificate from Kenya Revenue Authority
MR3	The underwriter or the proposed underwriter by the broker/agent must be registered to provide medical Insurance cover with the Insurance Regulatory Authority	Valid certificate of registration with Insurance Regulatory Authority
MR4	The underwriter or the proposed underwriter by the broker/ agent must submit membership certificate for year 2022 from the Association of Kenya Insurers (AKI)/(AIBK)	Membership certificate for year 2022 from the Association of Kenya Insurers (AKI)
MR5	The underwriter or the proposed underwriter by the broker / agent must provide audited accounts for the last current 3 years (2019,2020&2021)	Evidence of audited accounts for the last 3 years (2019,2020&2021)
MR6	Must submit completed Confidential Business Questionnaire form for the underwriter or the proposed underwriter by the broker/agent	Duly filled confidential business questionnaire
MR7	The underwriter or the proposed underwriter by the broker/ agent must submit a sample policy document for the medical cover	A sample policy document for the medical cover
MR8	Must fill the form of Tender in the format provided in the tender document	Duly filled form of tender
MR9	The underwriter or the proposed underwriter by the broker / agent must have done annual gross medical	Evidence of annual gross medical premiums of Kes 50 million

	premiums in the last two years (2020&2021) of Kes 50 million	
MR10	The underwriter or the proposed underwriter by the broker/agent must have paid up capital of at least Kes. 15 million	Evidence of paid-up capital of at least Kes 15 million
MR11	If bidding through a broker/agent one: i. Must have an authorization letter from the proposed underwriter must meet the requirements MR1-MR 10 above. ii. Must be registered with the Insurance Regulatory Authority iii. Must provide have a professional indemnity Insurance Cover of at least Kes. 20 million iv. Must be a member of the Association of Insurance Brokers of Kenya (AIBK) v. Must have current tax compliance certificate from Kenya Revenue Authority. vi. Must submit a copy of Certificate of vii. Must submit a duly filled up Confidential Business Questionnaire in format provided in the tender document.	The broker / agent must show evidence of the documentation in MR11 and the proposed underwriter by the broker / agent requirements MR1-MR10
MR12	Must fill the price schedule in the format provided in the tender document	Duly filled form
MR13	Must submit a tender security of Kshs. 150,000 valid for 150 days after date of tender opening in form of a banker's cheque or a bank guarantee from a reputable bank or an insurance bond issued by an insurance firm approved by the IRA located in Kenya	Original tender security in the prescribed format /form
MR 14	Must submit evidence of the firm's location-Single business permit	Current Single business permit
MR 15	Adherence to instruction to tenderers on obtaining of the tender Document	Original receipt as evidence of purchased tender document or attached email notification for downloaded tenders from the website
MR16	Must submit a copy of CR 12 issued in the last 6 months	Evidence of CR 12
MR17	Bids must be submitted in hard copies	Bids submitted through hard copies Original and copy -2 <b>documents in total</b>
MR 18	Serialization or pagination of tender documents	Sequence Serialization of Tender Document
<b>REMARKS (responsive or non-responsive)</b>		

## TECHNICAL EVALUATION CRITERIA

Bidders turning responsive under mandatory criteria shall proceed to the second stage of evaluation

Technical evaluation Criteria and scores		
No.	Requirements	Max points
1.	Detailed and precise methodology by the bidder on how the proposed assignment will be undertaken including timelines where applicable	20
2.	Evidence of similar assignment. Reference /recommendations letters from 10 clients/ organizations in the last one year (2021) and /or current year with at least 100 principal members each. The letters <b>MUST</b> be on the Clients' Letter head, Signed and Stamped by the designated authorized officer.  Marks will be awarded for each client verified -2 marks	20
3.	A comprehensive list of countrywide (up to county /local level) service providers which should include but not limited, 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 20 counties <ul style="list-style-type: none"> <li>• Presence in 20 and above counties      15marks</li> <li>• Presence in 10-14 counties                10marks</li> <li>• Presence in 9 and below counties        2marks</li> </ul>	15
4.	Willingness to offer Credit Facility Period to the Procuring Entity: <ul style="list-style-type: none"> <li>• Above 90days period – 10 marks</li> <li>• 60 – 90 days Period - 5 marks</li> <li>• 30 – 59 days Period - 3 marks</li> </ul>	10
5.	Authorizations Letter addressed to the Procuring Entity (SIBOWASCO) to make inquiries to any institutions or banks which issued any documents used by the bidders for Tendering purposes. The extent of engagement with such intuitions/organizations shall only be limited to the content of the submitted Tender documents.	5
6.	Possibility of the principal member of the Procuring Entity adding a beneficiary to his or her family package at any given time of the Cover period and the terms and conditions of such arrangement including the Cost implications if any	5

7	<p>Staff Capacity: List of four key relevant professional staff proposed for the assignment and specify their specific portfolio/ tasks Attach copies of signed CVs and certified certificates of:</p> <ul style="list-style-type: none"> <li>- Qualification ( Bcom- Insurance ) or equivalent, Finance , Manager/Administrator , HR, Law or any other relevant academic Qualification relevant to the assignment</li> </ul> <p>Experience – 5 years and above</p>	10
8.	State whether or not the procuring entity can add other service providers on the list of service providers for the insurance and the duration taken to add by the underwriter.	2
9.	<p>Declare all exclusions- all exclusions to be expressly declared but within the medical benefit</p> <ul style="list-style-type: none"> <li>• Any exclusions that negates a medical benefit will lead to disqualification of the bid</li> <li>• All exclusion must be disclosed in the proposal</li> </ul>	4
10	No pre-authorization for outpatient service for providers on the panel provided members have identification cards. Preauthorization shall only be related to major medical procedures and admissions. The service provider must provide a clear list of preauthorization services/instances, procedure undertaken, contact person in case of delays in authorization and timeline for the authorization process.	5
11	<p>Financial capability for the last two years: liquidity ratio;</p> <ul style="list-style-type: none"> <li>• 2:1 ratio ( 2 Marks each year)</li> <li>• 1:1 ratio (1 Marks each year)</li> <li>• Less-0 point</li> </ul> <p>(Please tabulate and specify the ratios from the audited accounts for ease of calculations for each year)</p>	4
12	No Co-sharing of costs. All NHIF shared services to be clearly stated and the underwriter to state the percentage of share for the services.	2
13	Audited Accounts for the Last three Years (2019, 20220, 2021) - 2 marks for each year	6
14	List of (5) current /ongoing clients, each with a minimum annual medical premium of 5 million. Attach proof (Copy of signed contract between the client and service provider, evidence of payment, etc)	5
15.	Fulfil all the requirements of Benefit Cover Table. Note that your offer must be compliant to the requirement BENEFIT COVER TABLE and the marks will be prorated according to what you have offered.	20
16.	Indicate any other value adding services that your company may offer to the Company above the listed minimum requirements	2
17.	Draft service level Agreement (SLA) as a guideline, Inception presentation to all staff at headquarters and Area and Scheme offices, turnaround periods of claim reimbursements should not exceed 7 days, medical cards should not exceed 14 days,	5

	Pre- authorization 2 hours, group utilization reports every 10th day of the month, individual statement quarterly, review meetings, health talks within the cover period at headquarters office	
	<b>TOTAL MAXIMUM SCORE</b>	<b>140</b>

Bidders Percentage Score (BPS) shall be obtained by converting the respective bidders score as a percentage of the total maximum Score.

$$\text{BPS} = (\text{Bidder's Score} / \text{Total Max Score}) \times 100$$

## FINANCIAL EVALUATION

The bidder who attains 70% and above in the technical evaluation criteria and whose financial proposal is the lowest shall be considered as the lowest responsive bidder and be recommended for the awarded of tender for provision of the medical insurance cover

### SECTION IV- TENDERING FORMS

#### 1. Form of Tender

#### INSTRUCTIONS TO TENDERERS

- i) All italicized text is to help the Tenderer in preparing this form.
- ii) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.
- iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.

Date of this Tender submission:.....[insert date (as day, month and year) of Tender submission]

Tender Name and Identification:.....[insert identification] Alternative No.:.....[insert identification No if this is a Tender for an alternative]

To:

The Managing Director  
Siaya Bondo Water and Sanitation Company  
P.O.BOX 214-40600  
SIAYA

- 
- a) No reservations: We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT 9;
  - b) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;
  - c) Tender-Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT 21;
  - d) Conformity: We offer to provide the Insurance Services in conformity with the tendering document of the following: [insert the list of items tendered for and a brief description of the Insurance Services];

**SCHEDULE OF TENDERED ITEMS KES PRICES**

1	2	3	4	5	6
Category	Description	N0. Of Principal Members	No. of Dependents	Total	Premium
A (Board of Directors)	M +0	8	0	8	
B ( Managing Director)	M+4	1	4	5	
C ( Scale 6 - 5)	M+0	3	0	3	
	M+1	3	3	6	
	M+2	3	6	9	
	M+3	3	9	12	
	M+4	13	52	65	
D ( Scale 3-1)	M+0	18	0	18	
	M+1	23	23	46	
	M+2	11	22	33	
	M+3	23	69	92	
	M+4	25	100	125	
<b>Total</b>		<b>134</b>	<b>288</b>	<b>422</b>	

- e) Discounts: The discounts offered and the methodology for their application are:
- i) The discounts offered are: [Specify in detail each discount offered.] ii) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];
- f) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 19.1(as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable),

and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- g) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- h) One Tender Per Tenderer: We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 14;
- i) Suspension and Debarment: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or insurance Providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not in eligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- j) State-owned enterprise or institution: [select the appropriate option and delete the other] [We are not a state- owned enterprise or institution]/ [We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];
- k) Commissions, gratuities and fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: [insert complete name of each Recipient, including Insurance Brokers, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity,]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

[Delete if not appropriate, or amend to suit] We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.

- (m) Binding Contract: We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive;

- (o) **Fraud and Corruption:** We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- (p) **Collusive practices:** We here by certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below; and
- (q) **Code of Ethical Conduct:** We under take to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from (specify website) during the procurement process and the execution of any resulting contract.
- (r) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- (s) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
  - (i) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
  - (ii) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
  - (iii) Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - (iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “Appendix 1-Fraud and Corruption” attached to the Form of Tender.

Name of the Tenderer: \*[insert complete name of person signing the Tender]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: \*\*:..... [insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender:..... [insert complete title of the person signing the Tender ] Signature of the person named above :..... [insert signature of person whose name and capacity are shown above]

Date signed:..... [insert date of signing] day of [insert month], [insert year].

## A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

### Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, one form for each entity if Tender is a JV. Tenderer is further reminded that it is an offence to give false information on this Form.

#### a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (postal and physical addresses, email, and telephone number) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	If a Kenyan tenderer, he/she has provided a current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority.	
11	State if Tenders Company is listed in stock exchange, give name and full address (postal and physical addresses, email, and telephone number) of state which stock exchange	

General and Specific Details

(b) Sole Proprietor, provide the following details.

Name in full \_\_\_\_\_ Age \_\_\_\_\_

Nationality \_\_\_\_\_ Country of Origin \_\_\_\_\_

Citizenship \_\_\_\_\_

35

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) Registered Company, provide the following details.

i) Private \_\_\_\_\_ or  
public Company.....

ii) State the nominal and issued capital of  
the Company.....

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

i) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

e) DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.

i) Are there any person/persons in..... (Name of Procuring Entity) who  
has/ have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the		
	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	subject of the tender.		
6	Tenderer would be providing goods, works, nonconsulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract,		

	and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name \_\_\_\_\_ Title or Designation \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the \_\_\_\_\_

\_\_\_\_\_ [Name of Procuring Entity] for: [Name and number of tender] in response to the request for tenders made by: [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;

4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) Has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document (s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_ Sign \_\_\_\_\_

SELF-DECLARATION FORMS  
FORM SD1

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

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

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

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

Bidder Official Stamp

SELF DECLARATION THAT THE TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, ..... of P. O. Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows:

-

- 1. THAT I am the Chief Executive/Managing Director/Principal Officer/ Director of..... (Insert name of the Company) who is a Bidder in respect of Tender No. .... for ..... (Insert tender title/description) for ..... (Insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and /or employees and /or agents of..... (Insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and /or employees and /or agents of..... (Name of the procuring entity).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I, .....(person) on behalf of (Name of the Business/ Company/ Firm) ..... declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized Signatory .....

Sign.....

Position.....

Office address.....

Telephone..... E-mail .....

Name of the Firm/Company.....

Date .....

(Company Seal/ Rubber Stamp where applicable)

Witness Name .....

Sign .....

Date .....

D. APPENDIX 1-FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (no. 33 of 2015) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Subconsultants, Service providers or Suppliers; any Agents(whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (no. 33 of 2015) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- i) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- ii) A person referred to under subsection (1) who contravenes the provisions of that subsection commits an offence;
- iii) Without limiting the generality of the subsection (1) and (2), the person shall be: -
  - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  - b) if a contract has already been entered into with the person, the contract shall be voidable;
- iv) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- v) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
  - a) Shall not take part in the procurement proceedings;
  - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
  - c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers of whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- vi) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- vii) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:

- i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v) “obstructive practice” is:
    - Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award<sup>1</sup> of a contract if PPR A determines that the firm or individual recommended for award, any of its personnel, or its agents, or its subconsultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (I e s) for sanctioning and

debarment of a firm or individual, as applicable under the Acts and Regulations;

- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring(i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup>all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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<sup>1</sup> For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract. <sup>2</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information

1	2	3	4	5	6
Category	Description	N0. Of Principal Members	No. of Dependents	Total	Premium
A (Board of Directors)	M +0	8	0	8	
B ( Managing Director)	M+4	1	4	5	
C ( Scale 6- 4 ) Senior & Medium level Managers	M+0	3	0	3	
	M+1	3	3	6	
	M+2	3	6	9	
	M+3	3	9	12	
	M+4	13	52	65	
D ( Scale 3 -1) Lower Cadre	M+0	18	0	18	
	M+1	23	23	46	
	M+2	1	22	33	
	M+3	23	69	92	
	M+4	25	100	125	
<b>Total</b>		<b>134</b>	<b>288</b>	<b>422</b>	

Name of Tenderer .....[insert complete n

Signature of Tenderer..... [signature of person

Date..... [insert date]

## TENDERER INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: .....[insert date (as day, month and year) of Tender submission]

ITT No.: .....[insert number of Tendering process]

Alternative No.: .....[insert identification No if this is a Tender for an alternative]

1. Tenderer's Name [insert Tenderer's legal name]
3. Tenderer's actual or intended country of registration: [insert actual or intended country of registration]
4. Tenderer's year of registration: [insert Tenderer's year of registration]
5. Tenderer's Address in country of registration: [insert Tenderer's legal address in country of registration]
6. Tenderer's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
7. Attached are copies of original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> A current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority, if tender is a Kenyan tenderer, in accordance with ITT 4.15. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity</li></ul>
2. Included are the organizational chart and a list of Board of Directors

## QUALIFICATION INFORMATION

1.1 Constitution or legal status of Tenderer: .....[attach copy]

Place of registration: .....  
[insert]

Principal place of business: .....  
[insert]

Power of attorney of signatory of Tender: .....  
[attach]

1.2 Total annual volume of services performed in five years, in the internationally traded currency specified in the TDS: .....[insert]

1.3 Services performed as prime Insurance Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services underway or committed, including expected completion date.

Item name of country	Insured and Procuring Entity and contact person	Name of Entity and contact person	Type of Services provided and year of completion	Value of contract
(a)				
(b)				

1.4 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List and attach copies.

1.5 Name, address, and telephone, and facsimile numbers of banks that may provide references if contacted by the Procuring Entity.

1.6 Information regarding any litigation, current or within the last five years, in which the Tenderer is or has been involved.

Other party(ies) Cause of dispute Details of litigation award Amount involved

a) \_\_\_\_\_

b) \_\_\_\_\_

1.7 Statement of compliance with the requirements of ITT 4.2.

1.8 Any additional information required \_\_\_\_\_

1. NOTIFICATION OF INTENTION TO AWARD

[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.] [Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form]

- 1) For the attention of Tenderer's Authorized Representative Name:  
 ..... [insert Authorized Representative's name]  
 Address: .....[insert Authorized Representative's Address]  
 Telephone numbers: .....[insert Authorized Representative's telephone/fax numbers]  
 Email Address: .....[insert Authorized Representative's email address] [IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]  
 DATEOFTRANSMISSION: This Notification is sent by: [email/fax] on [date](local time)  
 ProcuringEntity:.....[insertthenameoftheProcuringEntity]  
 Contract title: .....[insert the name of the contract]  
 ITT No: .....[insert ITT reference number from Procurement Plan] This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:
- a) Request a debriefing in relation to the evaluation of your Tender, and/or
  - b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

The successful Tenderers are listed below.

1	2	3	3
No of item to be insured	Description of Item	Name of Tenderer	Tender Price
No 1			
No 2			
No 3			

- 2) Other Tenderers [INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]

1	2	3	3
No of item to be insured	Description of Item	Name of Tenderer	Tender Price
No 1			
No 2			
No 3			

### 3) How to request a debriefing

**DEADLINE:** The deadline to request a debriefing expires at midnight on [insert date] (local time). You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention:.....[insert full name of person, if applicable]

Title/position: .....[insert title/position]

Agency:.....[insert name of Procuring Entity]

Email address:.....[insert email address]

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

### 4) How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by [insert date and time].

Providethecontractname,referencenumber,nameoftheTenderer,contactdetails; and address the Procurement- related Complaint as follows:

Attention:.....[insert full name of person, if applicable]

Title/position:.....[insert title/position]

Agency:.....[insert name of

Procuring Entity] Email address:.....[insert email address]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted with in the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint with in the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke) or [info@ppra.go.ke](mailto:info@ppra.go.ke)

## 5) Standstill Period

**DEADLINE:** The Standstill Period is due to end at midnight on [insert date] (local time). The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above. If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title/position: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

2. REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

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 of .....20.....in the matter of Tender No.....of .....20..... for .....(Tender description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box

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.

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

- 1.
2.

SIGNED .....(Applicant) Dated on.....day of ...../...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of .....20..... SIGNED

Board Secretary

3. LETTER OF AWARD

[Form head paper of the Procuring Entity]

.....[date]

To:.....[name and address of the Insurance Provider]

This is to notify you that your Tender dated.....[date] for execution of the.....[name of the Contract and identification number, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of.....[amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Tenderers is here by accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

Please return the attached Contract dully signed Authorized Signature .....

Name and Title of Signatory :.....

Name of Agency: .....

Attachment: Contract

#### 4. FORM OF CONTRACT

[Form head paper of the Procuring Entity]

#### LUMP-SUM REMUNERATION

This CONTRACT (here in after called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Procuring Entity] (here in after called the “Procuring Entity”) and, on the other hand, [name of Insurance Provider](here in after called the “ Insurance Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Insurance Provider consist of more than one entity, the above should be partially amended to read as follows:“... (here in after called the “Procuring Entity”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Insurance Provider's obligations under this Contract, namely, [name of Insurance Provider] and [name of Insurance Provider] (here in after called the “Insurance Provider”).]

#### WHEREAS

- a) the Procuring Entity has requested the Insurance Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (here in after called the “Services”);
- b) the Insurance Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows: a) The Form of Acceptance;
  - b) The Insurance Provider's Tender
  - c) The General Conditions of Contract;
  - d) The Special Conditions of Contract;
  - e) The Priced Schedule of Requirements; and
  - f) The following Appendices: Appendix: Negotiated and Signed Insurance Policy (I e s)
2. The mutual rights and obligations of the Procuring Entity and the Insurance Provider shall be as set forth in the Contract, in particular:
  - a) The Insurance Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - b) The Procuring Entity shall make payments to the Insurance Provider in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in the irrespctive names as of the day and year first above written.

For and on behalf of..... [name of Procuring Entity] [Authorized Representative]

For and on behalf of [name of Insurance Provider] [Authorized Representative]

[Note: If the Insurance Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Insurance Provider.....[name of member] [Authorized Representative] [name of member] [Authorized Representative]

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

Beneficiary:\_\_\_\_\_

Request for Tenders No:

\_\_\_\_\_

Date:\_\_\_\_\_

TENDER GUARANTEE No.:\_\_\_\_\_

Guarantor: \_\_\_\_\_

1. We have been informed that \_\_\_\_\_(here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of\_\_ under Request for Tenders No.\_\_\_\_("the ITT").

2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of\_( ) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or

b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security

and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

#### FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: \_\_\_\_\_

1. Whereas ..... [Name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated ..... [Date of submission of tender] for the ..... [Name and/or description of the tender] (hereinafter called “the Tender”) for the execution of \_\_\_under Request for Tenders No.\_\_(“the ITT”).

2. KNOW ALL PEOPLE by these presents that WE ..... of ..... [Name of Insurance Company] having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto ..... [Name of Procuring Entity] (hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_ day of \_\_\_\_\_ 20 \_\_.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:

- a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or

- b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

- 4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
- 5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date ]	[Signature of the Guarantor]
[Witness]	[Seal]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

**FORM OF TENDER-SECURING DECLARATION**

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:.....[insert date (as day, month and year) of Tender Submission]

Tender No.:.....[insert number of tendering process]

To:.....[insert complete name of Purchaser]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we—
  - (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or
  - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
  - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
  - b) Thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/ in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.)  
 .....

Name:.....

Duly

authorized to sign the bid for and on behalf of: .....[insert complete name of Tenderer]

Dated on.....day of.....[Insert date of signing]

Seal or stamp

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**PART II – SCHEDULE OF INSURANCE  
REQUIREMENTS**

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## SECTION V – SCHEDULE OF REQUIREMENTS

### 1. List of items to be insured

The Siaya Bondo Water and Sanitation Company wishes to have in place quality and affordable Medical and /or Healthcare Scheme for Eight (8) members of Board of Directors (Category A), One (1) Managing Director (Category B), Fifteen (15) members of Core and Key management Category C) and staff compliment ( Category D) of One hundred and twenty one (121) employees at commencement with a likelihood of growth in the schemes categories. The cover is to be provided for members plus their spouses and children. New members to the schemes to be covered immediately on introduction.

This will be for a period of 12 months but may be extended by 12 months subject of satisfactory performance and agreement by the parties under the same unit rates.

The type of services that are required are:-

- a) In- Patient Medical Insurance Cover (Fully insured)
- b) Out-Patient, dental and optical covers (Fully insured)

The prospective bidders are required to:

- i. Provide information under specific conditions
- ii. Provide quotes as per format provided
- iii. State their most competitive premiums inclusive of all the requisite taxes
- iv. Must provide a comprehensive list of service providers which shall include, hospitals, Doctors/ specialists, pharmacies, physiotherapists etc with county and country coverage
- v. The service provider must declare/ provide information on excess of use/loss on the cover
- vi. Declare all exclusions
- vii. The service provider must provide a clear list of preauthorization procedure providing time lines for each process.
- viii. Must have credit facilities with providers within the proposed panel

### SCHEME DETAILS:

The scheme should provide wide Access to Medical Services without limiting access to any beneficiary of the scheme.

POLICY	Medical Scheme/insurance Remarks
SCOPE OF COVER	A period of 12 months but may be extended by 12 months subject of satisfactory performance and agreement by the parties under the same unit rates.

	<p>Indemnity against SIBOWASCO's expenses incurred by Board members, employees and their dependants during the period of the policy. Benefits:</p> <p><input type="checkbox"/> <input type="checkbox"/> Inpatient</p> <p><input type="checkbox"/> <input type="checkbox"/> Out-patient</p> <p><input type="checkbox"/> <input type="checkbox"/> Drugs and administration</p> <p><input type="checkbox"/> <input type="checkbox"/> Optical, dental.</p> <p><input type="checkbox"/> <input type="checkbox"/> Maternity</p> <p><input type="checkbox"/> <input type="checkbox"/> Other benefits:</p> <p><input type="checkbox"/> <input type="checkbox"/> Sum Insured: (Schedule provided)</p>
LIMITS OF LIABILITY	As set out in schedule
CANCELLATION NOTICE	Sixty(60)Days
EXTENSIVE CLAUSES	<p>1. Riot, strike and civil commotion</p> <p>2. Travel to and from work, social, sporting activities including use of motor vehicles</p> <p>3. Arbitration</p> <p>4. Pre-existing and chronic conditions.</p> <p>5. Waiting period waiver</p> <p>6. Age-18 to 65 years</p>
	<p>7. Children covered from birth to 24 years if in school.</p> <p>8. Children with disability to be covered for as long as they continue to be dependent on the principal member.</p> <p>9. 1st Emergency Caesarean section covered within in-patient Benefits</p> <p>10. Admission in a NHIF accredited hospital.</p> <p>11. Accommodation for parent/guardian accompanying a child below 5 years.</p>
NEW ENTRANTS	The service provider should clearly indicate the cost implication (s) of adding a principle member.

## SCHEDULE OF THE BENEFITS DETAILS

### OUT-PATIENT SERVICES

The benefits required, are:

- a) General Consultation.
- b) Prescribed laboratory tests/investigations.
- c) Drugs/medicines.
- d) Approved x-rays, ultrasound and CT Scans.

- e) Effective management of chronic ailments: HIV/AIDS, diabetes, asthma.
- f) Specialized counselling services.
- g) Ante-Natal care.
- h) Dental services.
- i) Optical service.
- j) Child welfare.
- k) Radiological examinations
- l) Nursing and midwifery services
- m) Minor surgical services
- n) Physiotherapy services
- o) Occupational therapy services
- p) Continuous Medical Education (CME)
- q) Free Medical check-up for members and dependents
- r) Providing first aid kits at SIBOWASCO Headquarter, Area and Scheme offices
- s) Infertility and impotence.

#### IN-PATIENT SERVICES

The benefits required are:

- a) Accommodation by category.
- b) Management of chronic ailments – HIV/AIDS, diabetes, asthma etc.
- c) Dental treatment – Consultation, Cost of Filing, x-ray, Extraction including Surgical with anesthetics fee, hospital and operating theatre cost
- d) Ophthalmology treatment.
- e) Maternity related complications-cost of normal delivery and caesarean Section/treatment of both mother and child
- f) Laboratory and Radiological services.
- g) Physiotherapy and home Care nursing.
- i) Rent for non – motorized Wheel chairs, braces, corsets and crutches.
- j) International referral upon approval by County Executive of Health and Insurer
- k) Infertility and impotence

#### MATERNITY COVER

- a) Routine antenatal check-up
- b) Delivery fees
- c) Post-natal care up to six weeks
- d) Routine immunization (KEPI) and baby friendly vaccines
- e) Emergency Caesarean Section
- f) Maternity benefit available to principal member and their spouse only
- g) Prematurity (including ectopic pregnancies).

#### DENTAL COVER

- a) Dental consultation and anesthetists fees
- b) Root Canal
- c) Tooth extraction and filling

d) Scaling necessitated by previous medical conditions prescribed by a dentist

#### OPTICAL COVER

This benefit caters for expenses related to eye treatment including cataract treatment. Optical cover includes the cost of lens and frames. Members who have obtained frames will not be entitled to a replacement within the contract year unless necessitated by a medical condition.

#### LAST EXPENSE COVER

Upon the death of a member while the cover is in force, the medical insurance provider shall pay the next of kin or such other person /persons as the client may in writing direct the specified amount to cater for funeral expenses within 3days

#### NUMBER OF MEMBERS AND DEPENDENTS

1	2	3	4	5	6
Category	Description	N0. Of Principal Members	No. of Dependents	Total	Premium
A (Board of Directors)	M +0	8	0	8	
B ( Managing Director)	M+4	1	4	5	
C ( Scale 6-4)	M+0	3	0	3	
	M+1	3	3	6	
	M+2	3	6	9	
	M+3	3	9	12	
	M+4	13	52	65	
D ( Scale 3-1)	M+0	1	0	18	
	M+1	23	23	46	
	M+2	11	22	33	
	M+3	23	69	92	
	M+4	25	100	125	
<b>Total</b>		<b>134</b>	<b>288</b>	<b>422</b>	

## PROPOSED COVER LIMITS

### CATEGORY A AND B

Bidders must comply at minimum to all the proposed cover limits

ANNUAL INPATIENT LIMITS PER INDIVIDUAL MEMBER FOR (CATEGORY A) AND PER FAMILY FOR (CATEGORY B)		
Benefit Cover	Cover	Bidder response (Compliant/Not compliant)
Overall limits	750,000.00	
Pre-existing chronic, congenital and HIV/AIDS at least quarter of the cover limit and above.	Minimum of Ksh 300,000.00	
Ward	Standard Private ward	
1 <sup>st</sup> Emergency Caesarean (For Category B)	Minimum of Ksh 200,000.00	
In-patient non- accidental Dental section	Minimum of Ksh 200,000.00	
In-patient non- accidental optical cover	Minimum of Ksh 200,000.00	
Last expense or funeral cover for principal members and their dependents	Minimum of Ksh 150,000.00	
External aids on prescription (Wheel corsets/walking frames, crutches	Minimum of Ksh 75,000.00	
Medical checkup for principal members only once a year in hospitals selected by Underwriter	Minimum of Ksh 15,000.00	
Post hospitalization visits/follow-ups within 30 days or limits whichever comes first.	Minimum of Ksh 60,000.00	

### CATEGORY C

ANNUAL INPATIENT LIMITS PER FAMILY		
Benefit Cover	Cover	Bidder response (Compliant/Not compliant)
Overall limits	600,000.00	
Pre-existing chronic, congenital and HIV/AIDS at least quarter of the cover limit and above.	250,000.00 or above	

Ward	Standard Private ward	
1 <sup>st</sup> Emergency Caesarean	Minimum of Ksh 150,000.00	
In-patient non- accidental Dental section	Minimum of Ksh 150,000.00	
In-patient non- accidental optical cover	Minimum of Ksh 150,000.00	
Last expense or funeral cover for principal members and their dependents	Minimum of Ksh 100,000.00	
External aids on prescription (Wheel corsets/walking frames, crutches)	Minimum of Ksh 75,000.00	
Medical checkup for principal members only once a year in hospitals selected by Underwriter	Minimum of Ksh 15,000.00	
Post hospitalization visits/follow-ups within 30 days or limits whichever comes first.	Minimum of Ksh 50,000.00	

#### CATEGORY D

ANNUAL INPATIENT LIMITS PER FAMILY		
Benefit Cover	Cover	Bidder response (Compliant/Not compliant)
Overall limits	400,000.00	
Pre-existing chronic, congenital and HIV/AIDS at least quarter of the cover limit and above.	100,000.00 or above	
Ward	Standard Private ward	
1 <sup>st</sup> Emergency Caesarean	Minimum of Ksh 70,000.00	
In-patient non- accidental Dental section	Minimum of Ksh 50,000.00	
In-patient non- accidental optical cover	Minimum of Ksh 70,000.00	
Last expense or funeral cover for principal members and their dependents	Minimum of Ksh 50,000.00	
External aids on prescription (Wheel corsets/walking frames, crutches)	Minimum of Ksh 35,000.00	
Medical checkup for principal members only once a year in hospitals selected by Underwriter	Minimum of Ksh 10,000.00	

Post hospitalization visits/follow-ups within 30 days or limits whichever comes first.	Minimum of Ksh 20,000.00	
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CATEGORY A AND B

ANNUAL OUT-PATIENT LIMITS PER INDIVIDUAL MEMBER FOR (CATEGORY A) AND PER FAMILY FOR (CATEGORY B) (KSH)		
Benefit Cover	Cover	Bidder response (Compliant/Not compliant)
Overall limits	200,000	
Outpatient Consultation as per negotiated rates	Full cover	
Prescription drugs (Prescriptions above 20,000 require preauthorization)	Full cover	
Prescribed routine laboratory tests	Full cover	
Radiology (X- ray and Ultrasound) – CT Scan and MRI	Full cover	
Pre-existing chronic conditions and cancer	Full cover	
Newly diagnosed chronic conditions after 4months of cover	Full cover	
HIV AIDS and related opportunistic conditions	Full cover	
Maternity cover	Full cover	
Psychiatry and psychotherapy	Full cover	
Outpatient Oncology/Cancer diagnosed after 4 months of membership	Full cover	
Immunizations (KEPI)	Full cover	
Dental cover	Minimum of Ksh20,000 per family	
Optical cover	Minimum of Ksh20,000 per family	

CATEGORY C

ANNUAL OUT-PATIENT LIMITS PER FAMILY (KSH)		
Benefit Cover	Cover	Bidder response (Compliant/Not compliant)
Overall limits	100,000.00	
Outpatient Consultation as per negotiated rates	Full cover	
Prescription drugs (Prescriptions above Ksh.15,000)	Full cover	
Prescribed routine laboratory tests	Full cover	
Radiology (X- ray and Ultrasound) – CT Scan and MRI	Full cover	
Pre-existing chronic conditions and cancer	Full cover	
Newly diagnosed chronic conditions after 4 months of cover	Full cover	
HIV AIDS and related opportunistic conditions		
Maternity cover	Full cover	
Psychiatry and psychotherapy	Full cover	
Outpatient Oncology/Cancer diagnosed after 4 months of membership	Full cover	
Immunizations (KEPI)	Full cover	
Dental cover	10,000 per family	
Optical cover	10,000 per family	

CATEGORY D

ANNUAL OUT-PATIENT LIMITS PER FAMILY (KSH)		
Benefit Cover	Cover	Bidder response (Compliant/Not compliant)
Overall limits	75,000.00	
Outpatient Consultation as per negotiated rates	Full cover	
Prescription drugs (Prescriptions above Ksh.10,000)	Full cover	
Prescribed routine laboratory tests	Full cover	
Radiology (X- ray and Ultrasound) – CT Scan and MRI require	Full cover	
Pre-existing chronic conditions and cancer	Full cover	
Newly diagnosed chronic conditions after 4 months of cover	Full cover	
HIV AIDS and related opportunistic conditions	Full Cover	
Maternity cover	Full cover	
Psychiatry and psychotherapy	Full cover	
Outpatient Oncology/Cancer diagnosed after 4 months of membership	Full cover	
Immunizations (KEPI)	Full cover	
Dental cover	10,000 per family	
Optical cover	10,000 per family	

**SUMMARY OF PREMIUM TO BE CHARGED**

**OPTION 1**

ANNUAL LIMITS PER FAMILY					
CATEGORY	LEVEL	INPATIENT LIMIT (Kshs)	OUTPATIENT LIMIT (Kshs)	MATERNITY	INSURANCE TO COVER
A	Board of Directors	750,000	200,000	0	Member only
B	Scale 7	750,000	200,000	100,000	Per Family
C	Scale 6 -4	600,000	100,000	50,000	Per family
D	Scale 3-1	400,000	75,000	50,000	Per family

**OTHER REQUIREMENTS**

The following conditions shall also form part of the contract document for the provision of comprehensive medical insurance to the Board members and staff of Siaya Bondo Water and Sanitation Company.

- i. A joint Committee consisting of three (3) committee members from the Company and two (2) members from the Provider to appraise the scheme on monthly basis. The same shall evaluate the scheme on quarterly basis under the adequate facilitation by the Provider to sustain its effectiveness through monitoring of its performance.
- ii. The Provider to train, provide transport, accommodation and other related costs towards the orientation of the committee members one month after the commencement of the cover. All activities of the Committee must be funded at the expense of the Provider.
- iii. Facilitate training and sensitization of at least 40% of members by the Insurance provider. The training should take cognizance of all the categories of staff members i.e. middle level management and lower level /support staff members (at least 4 trainings i.e. 1per year)
- iv. Presentation of scheme performance reports to the Company’s top management quarterly.
- v. The service provider must declare/ provide information on excess of use/loss on the cover and have flexible terms to be negotiated and agreed upon before contract signing.

Name of Tenderer.....(insert complete name of tenderer)

Signature of Tenderer.....(signature of person signing the Tender)

Date.....(Insert date)



1	2	3	4	5	6
Category	Description	N0. Of Principal Members	No. of Dependents	Total	Premium
A (Board of Directors)	M +0	8	0	8	
B ( Managing Director)	M+4	1	4	45	
C ( Scale 6-4)	M+0	3	0	3	
	M+1	3	3	6	
	M+2	3	6	9	
	M+3	3	9	12	
	M+4	13	52	65	
D ( Scale 3-1)	M+0	18	0	18	
	M+1	23	23	46	
	M+2	11	22	33	
	M+3	23	69	92	
	M+4	25	100	125	
<b>Total</b>		<b>134</b>	<b>288</b>	<b>422</b>	

Name of Tenderer.....[

Signature of Tenderer.....[

Date  
.....[  
insert date]



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**PART III – CONDITIONS OF CONTRACT  
AND CONTRACT FORMS**

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SECTION VI - GENERAL CONDITIONS OF CONTRACT

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	<p>The Parties to the Contract are:</p> <p>The Procuring Entity is: Siaya Bondo And Sanitation Company</p> <p>The Insurance Provider is Provision of medical insurance cover</p> <p>The contract name is : Provision of Medical Insurance Cover for Board Members and staff</p> <p>For a period of 12 months but may be extended by 12 months subject to satisfactory performance and agreement by the parties under the same unit rates</p>
1.4	<p>For <u>notices</u>, the Procuring Entity’s address shall be:</p> <p>Attention:</p> <p>The Managing Director</p> <p>Siaya Bondo Water and Sanitation Company</p> <p>Postal Address: P.O.BOX 214-40600</p> <p>Physical Address: Off Siaya - Boro Road</p> <p>Telephone: 0715500071</p> <p>Email: sibowaco@gmail.com / <a href="mailto:info@sibowasco.co.ke">info@sibowasco.co.ke</a></p>
1.6	<p>The Authorized Representatives are:</p> <p>The Managing Director</p> <p>Siaya Bondo Water and Sanitation Company</p> <p>Postal Address: P.O.BOX 214-40600</p> <p>Physical Address: Off Siaya - Boro Road</p> <p>Telephone: 0715500071</p> <p>Email: sibowaco@gmail.com / <a href="mailto:info@sibowasco.co.ke">info@sibowasco.co.ke</a></p>
2.1	<p>The date on which this Contract shall come into effect is 2nd January 2023</p>
2.2	<p>The Commencement date and duration of the insurance cover shall be:</p> <p>Commencement date 2<sup>nd</sup> January 2023 or shall be discussed /determined</p> <p>Completion or Expiry Date: 1<sup>st</sup> January 2024 or as shall be discussed /advised</p> <p>Duration of the coverage : 12 months but may be extended by 12 months subject to satisfactory performance and agreement by the parties under the same unit rates</p>
3.2.3 (c )	<p>After the termination of this Contract, the activities are: As agreed during negotiation meeting</p> <p>_____</p> <p>_____</p>
3.6.1	<p>The liquidated damages per day is _____0.1%_____</p> <p>The date by when the compensation costs should be made is _____7____ days.</p>

	The total amount of liquidated damages shall not exceed 10% of the contract sum
6.2 – 6.3	<p>Contract Price is as per the evaluated/ negotiated bid price</p> <p>Terms of payment:</p> <ul style="list-style-type: none"> <li>a) Down payment of approximately 50% within the first six (6) months after contract signing.</li> <li>b) Monthly payments of equal instalments of Kes, 500,00 (five hundred thousand) each for the remaining balance</li> <li>c) The policy shall be effective upon signing of the contract</li> </ul>
Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
8.4.1	<p>The rules of procedure for arbitration proceedings with a foreign Insurance Provider shall be as follows: [For contracts entered into with foreign sellers, International commercial arbitration may have practical advantages over other dispute settlement methods].</p> <p>(i) If the Procuring Entity chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</p> <p>Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p>(ii) If the Procuring Entity chooses the Rules of ICC, the following sample clause should be inserted:</p> <p>All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p>(iii) If the Procuring Entity chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:</p> <p>Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p> <p>(iv) If the Procuring Entity chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</p> <p>Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by</p>

	arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.
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## APPENDIX TO THE CONTRACT

The Appendix to the contract shall be an Insurance Policy that shall provide a description of the Services, compensation procedure and all the contingencies that shall lead to the compensation claim. The Policy is an industry form (the norm) but would be negotiated before signature to ensure all parties concerns are taken into account. No provision or Clause in the Insurance Policy shall negate any Condition of Contract.

### BENEFICIAL OWNERSHIP DISCLOSURE FORM

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.: \_\_\_\_\_ [insert identification no] Name of the

Tender Title/Description: \_\_\_\_\_ [insert name of the assignment] to: \_\_ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated [insert date of notification of award] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name	Directly-----	Directly.....	1.Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- 2.Is this right held directly or indirectly?:  Direct..... .....  Indirect..... .....	1.Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No--  2.Is this influence or control exercised directly or indirectly?  Direct..... .....
	National identity card number or Passport number	----- % of shares	.....% of voting rights		
	Personal Identification Number (where applicable)	Indirectly----- ----- % of shares	Indirectly----- -% of voting rights		
	Nationality				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				
	Telephone number				
	Email address				
	Occupation or				
Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer	Whether a person directly or indirectly exercises significant influence or control over the Company

					(Yes / No)	(tenderer) (Yes / No)
	profession					Indirect..... ...
2.	Full Name		Directly----- ----- % of shares	Directly..... .....% of voting rights	1.Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2.Is this right held directly or indirectly?:  Direct..... .....  Indirect..... .....	1.Exerc ises significant influence or control over the Company body of the Company (tenderer) Yes -----No-- --  2.Is this influence or control exercised directly or indirectly?  Direct..... .....  Indirect..... ...
	National identity card number or Passport number		Indirectly----- ----- % of shares	Indirectly----- -% of voting rights		
	Personal Identification Number (where applicable)					
	Nationality(ies)					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
3.  e.t .c						

- II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.
- III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

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- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer: .....\*[insert complete name of the Tenderer]\_\_\_\_\_

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: \*\* [insert complete name of person duly authorized to sign the Tender]

Designation of the person signing the Tender: ..... [insert complete title of the person signing the Tender]

Signature of the person named above: ..... [insert signature of person whose name and capacity are shown above]

Date this ..... [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp