



KENYA VETERINARY BOARD
P.O. BOX 513 - 00605 NAIROBI, KENYA
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TENDER DOCUMENT FOR
PROVISION OF MEDICAL INSURANCE COVER FOR
KENYA VETERINARY BOARD OF DIRECTORS
AND BOARD STAFF

(OPEN TO INSURANCE UNDERWRITERS ONLY)

TENDER NO: KVB/T/7/2019-2020

SECTION I-INVITATION TO TENDER

Date: 23th April, 2020

TENDER No. KVB/T/7/2019-2020 TENDER FOR PROVISION OF MEDICAL INSURANCE COVER FOR KVB STAFF AND BOARD MEMBERS

- 1.1 Kenya Veterinary Board (KVB) is a statutory body established under section 3 of Veterinary Surgeons and Veterinary Paraprofessionals (VSVP) Act, 2011; and mandated to regulate the Veterinary training and practices.
- 1.2 The Board invites sealed tenders from eligible candidates for provision of Staff and Board Members Medical Insurance Cover for a **period of 12 months** commencing date to be advised during contract signing.

No	Tender No	Item Description	Eligibility	Closing and opening Date & Time
1	KVB/T/7/2019- 2020	Provision of medical cover for KVB Staff and Board Members	Open to Insurance Underwriters Only	7th May, 2020 at 12.00 PM.

Bid document with conditions may be downloaded free of charge from www.kenyavetboard.or.ke or www.tenders.go.ke. Interested candidate may obtain further information from procurement@kenyavetboard.or.ke

Two completed tender documents duly marked as “ORIGINAL” and “COPY” enclosed and sealed in separate envelopes and inserted in one outer envelope should be submitted with the tender number clearly marked and addressed to;

The Chief Executive Officer Kenya
Veterinary Board P.O BOX 51300605
UTHIRU

The sealed envelopes should be deposited in the tender box situated at the KVB offices’ reception so as to be received on or before **Thursday, 7th May, 2020 at 12.00PM.**

The Board kindly encourages you to clearly indicate your email address to enable them send the opening minutes and Summary immediately after opening. This will help KVB abide by the Government guidelines on stopping the spread of Corona Virus (Covid-19) pandemic.

Bidders who have downloaded the tender documents from the website shall immediately email their contact details (phone number, email, and company name) to: for records and communication of a tender clarifications and in case of any addenda.

Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.

Bidders must sequentially number/paginate/serialize the tender document in all pages including all attachments.

**CHIEF EXECUTIVE OFFICER
KENYA VETERINARY BOARD**

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 KVB's employees, committee members, Board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subservice providers) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KVB to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and KVB, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The tender document shall not be charged.
- 2.2.3 The procuring entity shall allow the tenderer to download the tender documents free of charge from www.kenyavetboard.or.ke or from the PPIP Portal www.tenders.go.ke

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with instructions to tenderers.
 - (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of Insurance Cover
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Contract Form
 - (ix) Confidential Business Questionnaire Form
 - (x) Tender security Form
 - (xi) Performance security Form
 - (xii) Insurance Company's Authorization Form
 - (xiii) Declaration Form
 - (xiv) Request for Review Form
- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender

not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

- 2.4.1 A prospective tenderer making an inquiry relating to the tender documents may notify the Employer in writing at the address indicated in the letter of invitation to tender. The Employer will only respond to requests for clarification received earlier than seven days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4.2 KVB shall reply to any clarifications sought by the tenderer within 1 day of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of Tender Documents

- 2.5.1 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum issued shall be part of the tendering documents and shall be communicated in writing to all tenderers. Prospective tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, KVB, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

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

2.7 Documents Comprising the Tender

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

2.8 Form of Tender

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

2.9. Tender Prices

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

2.10. Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

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

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect KVB against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency and shall be in the form of insurance guarantee approved by the Authority.
 - 2.12.4.1 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by KVB as non-responsive, pursuant to paragraph 2.20.5
 - 2.12.4.2 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
 - 2.12.4.3 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.5 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer rejects correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1.1 Tenders shall remain valid for 120 days after date of tender opening. A tender valid for a shorter period shall be rejected by KVB as non-responsive.

2.13.1.2 In exceptional circumstances, KVB may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare **one (1)** original and **one (1)** copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to KVB at the address given in the Invitation to Tender.
Bear tender number and name of the tender in the invitation to tender.

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, KVB will assume no responsibility for the tender's misplacement or premature opening.

2.16. Deadline for Submission of Tenders

Tenders must be received by KVB at the address specified under paragraph 2.15.2 not later than Thursday, 7th May, 2020 at 11:00 am

- 2.16.1 KVB may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of KVB and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.2 Bulky tenders which will not fit the tender box shall be received by KVB as provided for in during the tender submission.

2.17. Modification and Withdrawal of Tenders

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

2.18. Opening of Tenders

KVB will open all tenders in the presence of tenderers' representatives who choose to attend, on **Thursday, 7th May, 2020 at 12:00 pm** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.18.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as KVB, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.2 KVB will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 KVB will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Board may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, The Board will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations KVB's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by KVB and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

- 2.22.1 KVB will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 KVB's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.
- (a) Operational plan proposed in the tender;
 - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract
- 2.22.3 Pursuant to paragraph 2.22.2 the following evaluation methods will be applied.
- (a) Operational Plan
 - (i) KVB requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than KVB have required delivery time will be treated as non-responsive and rejected.
 - (b) Deviation in payment schedule
 - (i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract.
Tenders will be evaluated on the basis of this base price.

Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. KVB may consider the alternative payment schedule offered by the selected tenderer.

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

2.23. Contacting KVB

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

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

2.24 Post-qualification

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

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

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

2.25 Award Criteria

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

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

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

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

2.26.1 KVB reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for

KVB's action. If KVB determines that none of the tenders is responsive, KVB shall notify each tenderer who submitted a tender.

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

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

2.27 Notification of Award

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

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

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

2.28 Signing of Contract

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

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

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to KVB.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KVB may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 KVB requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

SECTION III: TENDER DATA SHEET

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

No.	Particulars of appendix to the Instruction to Tenderers.
1.	The Procuring Entity is Kenya Veterinary Board.
2.	Name of Project is PROVISION OF MEDICAL INSURANCE FOR KENYA VETERINARY BOARD STAFF AND BOARD MEMBERS
3.	Tender number: KVB/T/7/2019-2020
4.	The commencement of the contract to be agreed upon signing of the contract.
5.	This tender is open to only insurance Registered Underwriters
6.	Tenderers shall submit original and copy of tender documents
7.	Address for clarification of Tendering Document is The Chief Executive Officer Kenya Veterinary Board. P.O 513-00605 Uthiru-Nairobi
8.	Tenderers may seek tender clarification seven days before closing date of the tender.
9.	Language of Tender and all correspondence shall be in ENGLISH LANGUAGE
10.	Tenderers shall meet all the minimum qualification requirements as set below in the evaluation criteria.
11.	The price shall be fixed and shall remain as indicated in the form of tender.
12.	The currency in which the prices shall be quoted shall be: Kenyan Shilling.
13.	The authority for establishing the rates of exchange shall be Central Bank of Kenya at the rate prevailing on the tender closing day.
14.	The Tender validity period shall be 120 days.
15.	Tender Security: insurance /Bank guarantee of Kenya Shillings 20,000 From a reputable commercial firm in Kenya
20.	Tenders shall be addressed and submitted to; The Chief Executive Officer Kenya Veterinary Board P.O BOX 513-00605 NAIROBI. So as to be received on or before 7th May, 2020 at 12.00 NOON.
21.	The Tender opening shall take place at: Kenya Veterinary Board Offices, Board room on 7th May, 2020 at 12.00 NOON.

SECTION IV: EVALUATION OF TENDERS

Evaluation of tenders shall be carried out in accordance with the criteria set out in this tender document. The evaluation shall be as follows:

1. Preliminary Evaluation
2. Technical Evaluation
3. Financial Evaluation
4. Due Diligence

The evaluation criteria will be applied as indicated below: -

1.	MANDATORY REQUIREMENTS	(YES/NO)
a)	Copy of Certificate of Incorporation/Registration	
b)	Duly filled, signed and stamped form of tender	
c)	Duly filled signed and stamped Confidential Business Questionnaire	
d)	Duly filled signed and stamped Price Schedule form	
e)	Copy of Valid Tax Compliance Certificate from KRA	
f)	Copy of Association of Kenya Insurer (AKI) membership for the current year 2020	
g)	Copy of registration certificate from Insurance Regulatory Authority(IRA) for 2020	
h)	A valid Single business permit from County Government for 2020	
i)	Submit copies of audited accounts for the latest two (2) financial years (2018 & 2019)	
j)	Duly filled, signed and stamped Self Declaration Form	
k)	Duly filled, signed and stamped Anti-Corruption Declaration form.	
l)	Dully filled, signed and stamped commitment letter in the format attached.	
m)	Must have had a medical Insurance premium turnover of at least Kshs. 20 million in each of the last 2years.	
n)	Original and copy of Tender document which MUST be paginated/ serialized/ Numbered sequentially and initialed on all pages including attachments	
o)	Submit a tender security of Kshs. 20, 000.00 in form of a bank/insurance Guarantee from a reputable firm in Kenya.	
p)	Attach recommendation letters in clients' letterhead dully signed and stamped from At least five (5) major hospitals in Nairobi accepting the use of your Insurance Cards to include the following hospitals; Nairobi Hospital, Agha Khan Hospital Nairobi, MP Shah Hospital, Mater Hospital, Avenue Hospital Nairobi, Gertrude Hospital, Nairobi West Hospital, Metropolitan Hospital, Coptic Hospital, Nairobi South Hospital dully signed and stamped. (The recommendation letters must be current) (Due diligence will be carried out to confirm authenticity of the letters which will result in rejection of the Tenderer's tender, in the event KVB will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily pursuant to paragraph 2.24.3.)	

<u>MANDATORY BENEFITS UNDER SPECIAL CLAUSES FOR STAFF</u>		
a)	Maternity: Kshs.150, 000 to cover pre-natal, normal delivery and caesarian, post-natal and any other pregnancy related cases at no waiting period. <i>(NB: Must be within the Inpatient cover limit)</i>	
b)	Dental treatment Maximum Kshs. 50,000 per family. Dental to include filling, extraction, root canal, and scaling polishing, cleaning, braces, dental x-rays etc <i>(All must be provided).</i>	
c)	Optical treatment Maximum 50,000 per Family: Optical to include treatment for deterioration/ correction of sight and replacement of spectacles/ frames and lenses. Allow for Optical frames limit of up to Kshs. 10,000, allow for Prescribed contact lenses within the approved limit.	
d)	Provide for consultation fee of not less than Kshs. 5,000/-	
e)	Treatment of HIV opportunistic conditions including anti-Retroviral therapy and CD-4 Counts (must be indicated)	
f)	Must provide for General Medical check-ups once a year for employee and spouse to the full outpatient cover limit as applicable.	
g)	All chronic illnesses, all pre-existing conditions and HIV Aids to be covered within inpatient and outpatient covers as applicable depending on the amount of benefit.	
h)	Must allow for Treatment of congenital defects.	
i)	Provision of six weeks medical cover to employees whenever travelling outside the country.	
k)	KEPI Baby friendly vaccines to be covered in full within the out-patient cover	
l)	Cater for accommodation/ Lodger fees for those accompanying children below 7 years	
<u>MANDATORY BENEFITS UNDER SPECIAL CLAUSES FOR BOARD MEMBERS</u>		
a)	Dental treatment Maximum Kshs. 50,000 per member; Dental to include filling, extraction, root canal, and scaling polishing, cleaning, braces, dental x-rays etc.	
b)	Optical treatment Maximum 50,000 per member; Optical to include treatment for deterioration/ correction of sight and replacement of spectacles/ frames and lenses.	
c)	Provide for consultation fee of a maximum of Kshs. 5,000/-	
d)	Treatment of HIV opportunistic conditions including anti-Retroviral therapy and CD-4 Counts. <i>(must be indicated)</i>	
e)	Must provide for General Medical check-ups once a year for the principal member.	
f)	All chronic illnesses, all pre-existing conditions and HIV Aids to be covered within inpatient and outpatient covers as applicable depending on the amount of benefit.	
g)	Must allow for Treatment of congenital defects.	
h)	Provision of six weeks medical cover to board members whenever travelling outside the country.	
<u>RESPONSIVENESS</u>		

Note; The bidder **MUST** meet all the mandatory requirements to qualify for technical evaluation. Any change not meeting the minimum requirement will lead to disqualification.

TECHNICAL EVALUATION

2.	TECHNICAL EVALUATION	Scores
a)	Attach evidence of Medical Insurance provision to five (5) corporate institutions. At least two (2) must be a Government of Kenya Public Institution Clients (Ministries, Parastatals or SAGAs) Attach copy of LSO/ Contract document (4marks for each)	20
b)	Recommendation letters from the five (5) Public Institutions listed under (a)above in client letter head which MUST be signed within the tendering period (whether ongoing or complete) (Ministries, Parastatals or SAGAs) (4 marks each)	20
c)	Provide evidence of registration with Insurance Regulatory Authority	10
d)	Provide evidence of registration with Association of Kenya Insurers	10
e)	Provide Audited Accounts for last two years (2018 and 2019) (10 marks)	10
f)	Annual Average Turnover for the last 2 years. 100 M and above (10 Marks) 60 M and above(5Marks) 50 M and below (3Marks)	10
i)	Benefits (Additional benefits to the cover will be evaluated and rated appropriately) 2 marks for each benefit up to a maximum of three (3) benefits.	6
j)	Benefit cover for chronic illnesses, all pre-existing conditions and HIV Aids (Full cover within inpatient- 4 marks, Half cost of inpatient cover- 2 marks, a third cost of inpatient cover-2 marks, Less than a third – 0 marks)	4
k)	List of Health providers indicating their locations, contact person and telephone. (4 marks for 40- 60 hospitals, 8 marks for 61 - 100 hospitals and maximum 10 marks for more than 101 hospitals),	10
	TOTAL TECHNICAL	100

PLEASE NOTE:

- ✓ **To qualify for financial evaluation a bidder must score a minimum of 80% percent.**
- ✓ **The Insurance firm will be evaluated according to the indicated criteria only.**

3. Financial Evaluation/ Award Criteria

The firm attaining the lowest financial score after surpassing the minimum technical score shall be recommended for award.

4. Due Diligence/Post Qualification

The Client will conduct due diligence on the lowest evaluated bidder as required in PPADA, 2015 to verify information provided. If the 1st lowest compliant bidder fails to qualify under due diligence, the next lowest evaluated bidder will be considered for further evaluation.

SECTION V GENERAL CONDITIONS OF CONTRACT

5.1. Definitions

5.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between KVB and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to KVB under the Contract.
- (d) “KVB” means the organization procuring the services under this Contract
- (e) “The Service provider” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

5.2. Application

5.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the contract

5.3. Standards

5.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

5.4. Use of Contract Documents and Information

5.4.1 The Service provider shall not, without KVB’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KVB in connection therewith, to any person other than a person employed by the service provider in the performance of the Contract.

5.4.2 The Service provider shall not, without KVB’s prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

5.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of KVB and shall be returned (all copies) to KVB on completion of the contract’s or performance under the Contract if so required by KVB

5.5. Patent Rights

5.5.1 The Service provider shall indemnify KVB against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

5.6 Performance Security

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

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

5.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KVB and shall be in the form of:

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

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

5.7. Delivery of services and Documents

5.7.1 Delivery of the services shall be made by the Service provider in accordance with the terms specified by KVB in the schedule of requirements and the special conditions of contract

5.8. Payment

5.8.1 The method and conditions of payment to be made to the service provider under this Contract shall be specified in SCC

5.8.2 Payment shall be made promptly by KVB, but in no case later than sixty (60) days after submission of an invoice or claim by the service provider

5.9. Prices

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

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

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

5.9.4 Price variation requests shall be processed by KVB within 30 days of receiving the request.

5.10. Assignment

5.10.1 The Service provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with KVB's prior written consent.

5.11. Termination for Default

5.11.1 KVB may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service provider terminate this Contract in whole or in part:

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

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

5.12. Termination for Insolvency

5.12.1 KVB may at any time terminate the contract by giving written notice to the Service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to KVB.

5.13. Termination for Convenience

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

5.13.2 For the remaining part of the contract after termination KVB may elect to cancel the services and pay to the service provider an agreed amount for partially completed services.

5.14 Resolution of Disputes

5.14.1 KVB and the service provider shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

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

5.15. Governing Language

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

5.16. Applicable Law

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

5.17 Force Majeure

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

5.18 Notices

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

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

SECTION VI – SPECIAL CONDITIONS OF CONTRACT

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

Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

Reference of conditions of contract	Special condition of contract
Performance Security	Performance security equivalent to 5% of tender sum required in form of unconditional bank guarantee from a reputable bank in Kenya.
Delivery of Services	The insurance firm shall be required to confirm cover before the commencement date by delivering Policy Document and insurance certificates where applicable. The policy document shall be prepared and delivered within 30 days from the award notification date. The Contract is for a period of 12months
Payment	30 days after receipt of Invoice and Debit Notes
Resolution of Disputes	In case of a dispute between the service provider and the employer, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per provisions of the Arbitration Act of 1995 before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the chartered institute of Arbitrators Kenya branch and any award given shall be final
Applicable law	The Laws of Kenya/ The Insurance Act Cap 487

SECTION VII - SCHEDULE OF REQUIREMENTS

TENDER FOR PROVISION OF MEDICAL INSURANCE SERVICES

1. Background.

Kenya Veterinary Board (KVB) is a statutory body established under section 3 of Veterinary Surgeons and Veterinary Paraprofessionals (VSVP) Act, 2011; and mandated to regulate the Veterinary training and practices.

KVB has set aside funds for the provision of medical services for its Board of directors, staff, spouses and their dependents during the financial year 2020/2021. The funds are intended to finance inpatient , outpatient medical,dental,optical and last expense services . The selected medical provider(s) shall ensure that controls and procedures are not unnecessarily bureaucratic and cumbersome. The information to be provided by tenderers shall be detailed and correct to the best of tenderers knowledge and any misrepresentation shall render the tender non-responsive

The successful service provider will be awarded a twelve month contract.

The scope of service as follows;

1. **Inpatient Cover**
2. **Outpatient Cover**

The inpatient cover deals with illness that will lead to:

- (a) admission to hospital;
- (b) treatment while in hospital; and
- (c) Discharge from hospital and the cost of treatment thereof.

Outpatient Cover

The Outpatient cover deals with cases of illness not requiring admission into a hospital. Under this cover, beneficiaries require examinations, diagnosis and speedy treatment at health clinics, hospitals etc with the aim of preventing any ailment or illness from growing into cases requiring hospitalization.

3.Additional Information

a) **Particulars of cover**

The medical cover exclusions, where applicable, **MUST** be clearly stated on a separate cover giving specific details on each exclusion.

One must also provide: -

1. Full details of what the cover provides
2. Eligible expenses included in the in-patient cover
3. Full details of what the cover excludes
4. Dependents eligibility (Children 0-22 years or up to 25 years if in school and Members up to 65 years of age)

b) Hospital coverage

The bidder is required to provide the following: -

5. Full details of towns where the medical provider or Insurance Company is represented.
6. Full details of the medical cover outside Kenya and all exclusions that are applicable.

c) Preparation of Your Proposal

1. Give a detailed report on how the cover is going to be administered,
2. Give an analysis on how the service provider intends to address the following issues/procedures: -
 - a) Admission of members into the cover,
 - b) Admission of members with pre-existing conditions into the cover.
 - c) Members to be covered fully in in-patient limit with no sub-limits.
 - d) Admission of HIV/AIDS related cases to the cover to be covered fully with no sub-limits,
 - e) Procedure to be followed for overseas cover,
 - f) Procedure to be followed to procure last expense (if any in your package)

GROUP OF MEDICAL COVER FOR STAFF MEMBERS AND BOARD MEMBERS

A) CLASS OF INSURANCE COVER

Cover for in-patient and out-patient medical expenses, Optical, Dental including provision of funeral expenses for the Members of staff.

B) EFFECTIVE DATE

To be advised during the contract signing for a period of 12 Months.

C) INSURED PERSONS

XXXX total (members of Staff and their dependents)

Xxxx total (Board of directors only)

D) BENEFITS

In patient Kshs.2, 000, 000 per Family

Out Patient Kshs. 200, 000 per Family

Dental Cover Kshs. 50,000 per family

Optical Cover Kshs. 50,000 per Family

Last expense Kshs.100, 000 per Employee

E) POPULATION

The size of Family is a maximum of Member, Spouse and Children aged 0- 22 years or up to 25 years if in school.

A) TOTAL PERSONS COVERED KVB STAFF & DEPENDANTS

Class	Total Population
Total Members/Category	
M	2
M+1	2
M+3	3
M+4	4
M+6	1
M+7	1
TOTAL	53

- ∨ Total number of KVB Employees - 13
- ∨ Total number of dependants - 40
- ∨ Total Population – 53

B) TOTAL PERSONS COVERED BOARD OF DIRECTORS

Class	Board members covered	Total
M	5	5

✓ **Total number of KVB Board of Directors–**

B) SPECIAL CLAUSES

- a) **Maternity:** Kshs.150, 000 to cover pre-natal, delivery, caesarian and post-natal and any other pregnancy related cases at no waiting period. (*within the Inpatient cover limit*)
- b) **Dental treatment** Maximum Kshs. 50,000 per family.
- c) **Optical treatment** Maximum Kshs. 50,000 per member
- d) Treatment of HIV opportunistic conditions including anti-Retroviral therapy and CD-4 Counts.
- e) General Medical check-ups once a year for employee and spouse.
- f) All chronic illnesses, all pre-existing conditions and HIV Aids to be covered within inpatient and outpatient covers as applicable depending on the amount of benefit.
- g) Treatment of congenital defects.
- h) Provision of six weeks medical cover to employees whenever travelling outside the country.
- i) KEPI Baby vaccines to be covered in full within the out-patient cover.
- j) Cater for accommodation/ Lodger fees for those accompanying children below 7 years.

SECTION VIII - STANDARD FORMS

1. Form of TENDER
2. Price Schedule Form
3. Contract Form
4. Confidential Business Questionnaire Form
5. Tender Security Form
6. Performance security Form
7. Notification of Award
8. Letter of acceptance
9. Self declaration form
10. Anti corruption declaration commitment/pledge

FORM OF TENDER

To:
**The Chief Executive
Officer**
Kenya Veterinary Board
P.O. Box 513-00605
Nairobi

Date

Tender No. KVB/T/7/2019-2020

Tender Name; **Provision of Medical Insurance Cover for KVB Staff & Board Members**

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide:

KVB Staff and Board Members Medical Insurance Cover Services under this tender in conformity with the said Tender document for the sum of
..... [Total Tender amount in words and figures]

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

3. We agree to abide by this Tender for a period of **120 days** from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2020

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of

PRICE SCHEDULE FORM

KENYA VETERINARY BOARD STAFF MEDICAL COVER PREMIUM SUMMARY

COVER TYPE	TOTAL PREMIUM
Inpatient	
Outpatient	
TOTAL AMOUNT INCLUSIVE OF TAXES	

AUXILIARY COVERS

COVER TYPE	LIMIT	POPULATION	PREMIUM
Dental			
Optical			
Last expense			

B: B O A R D O F D I R E C T O R S ' M E D I C A L C O V E R

COVER TYPE	PREMIUM
Inpatient	
Outpatient	
TOTAL AMOUNT INCLUSIVE OF TAXES	

AUXILIARY COVERS

COVER TYPE	PREMIUM
Dental	
Optical	
Last expense	
TOTAL INCLUSIVE OF TAXES	

We undertake, if our tender is accepted, to place/ provide medical insurance covers/ services in accordance with the schedule rates and delivery dates specified herein above.

Name

Name of signatory:

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp/Seal.....

CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

Signed, sealed, delivered by _____ the _____ (for KVB)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2 (c)
Whichever applies to your type of business

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

Part _____ General:

Business Name.....
Location of business premises
Plot No. Street/Road.....
Postal Address Tel. No.Fax Email
Nature of business
Registration Certificate No.
Maximum value of business which you can handle at any one time Kshs.....
Name of your bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age
Nationality Country of origin
Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) Registered Company: Private or public

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

Give details of all directors as follows

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

Date..... Signature of Tenderer

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

SELF-DECLARATION FORM

Date _____

To:

**The Chief Executive Officer
Kenya Veterinary Board
P.O. Box 513-00605
Nairobi**

The tenderer i.e. (name and address) _____

_____ declare the following:

- a) Has not been debarred from participating in public procurement.

- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Name.....

Title.....

Signature.....

Date.....

Official Stamp.....

(To be signed by authorized representative and officially stamped)

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(Sections 62 of the PPDA, 2015)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

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

I/We

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

Tender/Tender No

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

Authorized Signature.....

Name of Signatory.....

Title of Signatory

Official Stamp.....

LETTER OF ACCEPTANCE

[Letterhead paper of the Employer

[date]

To (name of the Contractor)

Address of the Contractor

Dear Sir/Madam

This is to notify you that your Tender dated _____ for the execution of [name of the Contract and identification number, as given in the Tender documents] for the Contract Price of Kshs. [amount in figures] [Kenya Shillings_ (amount in words)] in accordance with the Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said services in accordance with the Contract documents.

Authorized Signature Name and Title of Signatory
.....:

TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

WHEREAS [Name of tenderer]
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [Reference
number of the contract] dated _____ 20 _____ to _____ supply
.....
[Description of insurance services] (Hereinafter called "the Contract")

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

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

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

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

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

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

**SECTION IX: APPLICATION TO PUBLIC PROCUREMENT
ADMINISTRATIVE REVIEW BOARD**

**FORM RB 1
REPUBLIC OF KENYA**

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the National Construction Authority ofdated the...day of
.....20.....in the matter of Tender No.....of20.....

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary