



OPEN TENDER

FOR PROVISION OF STAFF MEDICAL INSURANCE COVER

TENDER NO.SASDEF/T/PROC/001/2020-2021

FLAMINGO TOWERS, 7TH FLOOR

P.O. BOX 4644 – 00200

TEL: 0720110088/ 0789110088

NAIROBI, KENYA.

E-mail: procurement@sasdef.go.ke

Website: www.sportsheritage.go.ke

AUGUST, 2020

**Tender Closing Date & Time: August 24th,
2020 at 1100hrs (East Africa Time)**

Section I INVITATION FOR TENDERS

Date: Tuesday, August 11, 2020

TENDER NO: SASDEF/T/001/2020-2021 FOR PROVISION OF STAFF MEDICAL INSURANCE COVER

1. The Sports, Arts and Social Development Fund (SASDEF) is established under the Public Finance Management (Sports, Arts and Social Development Fund) Regulations, 2018 (Legal Notice No. 194) with the mandate of providing funding to support the development and promotion of Sports and Arts, and the promotion of Social Development including Universal Health Care.
2. The Fund invites sealed tenders from only eligible insurance underwriters for the provision of **Staff Medical Insurance Cover** for a period of twelve (12) months with an option of renewal for an additional twelve (12) months subject to satisfactory performance.
3. Eligible Insurance Underwriters may obtain and inspect the bidding document from Supply Chain Office Management Services Office suited at Flamingo Towers, 7th Floor, Upper Hill, Mara Road, Nairobi during office hours, 1000hours to 1600 hours, Monday to Friday, exclusive of weekends and public holidays.
4. A complete set of tendering document(s) can be obtained/purchased by interested tenderers at the address given in Paragraph 3 above upon payment of a non- refundable fee of **Kshs. 1,000.00 (One Thousand only)**. Payment should either be by Cash or Banker's Cheque, payable to the Sports, Arts and Social Development Fund.
5. The documents may also be viewed/obtained/downloaded from Ministry of Sport and Heritage website: www.sportsheritage.go.ke/tenders or Public Procurement Information Portal (PIIP) website: www.tenders.go.ke **free of charge**. Bidders who download the tender document from the website must forward their particulars immediately to procurement@sasdef.go.ke for record purposes and any further tender clarifications and addenda if need be.
6. Prices (premium) quoted should be net inclusive of all taxes and delivery cost, must be in Kenya shillings and should remain valid for (150) days after the date of tender opening.

7. Tenders must be accompanied by a **Bid Security of Kshs. 100,000.00** in form of a bank guarantee from a reputable bank or guarantee from an insurance company approved by the Insurance Regulatory Authority (IRA) payable to the Sports Arts and Social Development Fund valid for **(150)** days from closing date of the tender.
8. Submission must be serialised i.e. with page numbers and must contain copies of Mandatory statutory documents among other requirements.
9. Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number **SASDEF/T/PROC/001/2020-2021** for **Provision of Staff Medical Insurance Cover** for the Sports, Arts and Social Development Fund **MUST** be addressed to;-

The Ag. Chief Executive Officer,
The Sports, Arts and Social Development Fund,
P. O. Box 4644 – 00200
NAIROBI.

10. The bid document must be deposited in the tender box provided at the Sports Arts and Social Development Fund offices, Flamingo Towers, 7th Floor, Upper hill, Mara Road, Nairobi to be received on or before **24th August, 2020 at 11:00 a.m.(East African Time)**
11. Tenders will be opened immediately thereafter **at the Sports, Arts and Social Development Fund offices, Flamingo Towers, 7th Floor, Upper Hill, Mara Road, Nairobi at 11.00am East African Time.** However due to the COVID-19 containment measures announced by the Government, public participation in relation to the opening of this tender shall be limited to only ten (10) persons/representatives on a first come basis. Subsequently, Bidders who are interested in attending the opening shall be required to register by sending their name and contact details to procurement@sasdef.go.ke by 4.00pm on 21st August 2020. Any bidder may request for a copy of the tender opening register within 24hours after the tender opening.
12. The Fund reserves the right to accept or reject any tender without assigning reasons for its decisions thereof.

AG. CHIEF EXECUTIVE OFFICER

SPORTS, ARTS AND SOCIAL DEVELOPMENT FUND

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SECTION II -INSTRUCTION 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 services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender document.
- 2.1.2 The Sports Arts and Social Development Fund, employees 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 Tenders shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Sports Arts and Social Development Fund 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 corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender and the Sports Arts and Social Development Fund will in no case be responsible or liable for those costs regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000.
- 2.2.3 The Sports Arts and Social Development Fund shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

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

- (vii) Prices schedule/ Premiums
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender Security Form
- (xi) Performance Security Form
- (xii) Insurance Company's Authorization Form

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

2.4 Clarification of Tender Documents

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

2.4.2 The Sports Arts and Social Development Fund shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

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

2.5 Amendment of Tender Documents

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

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

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Sports Arts and Social Development Fund, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

- 2.6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Sports Arts and Social Development Fund, 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 purpose 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 completed in accordance with paragraph 2.8, 2.9 and 2.10 below.
 - (b) Documentary evidence established in accordance with paragraph 2.11.2 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

2.8 Form to Tender

- 2.8.1 The tenderer shall complete the Tender Form and the Prices schedule/ Premium furnished in the tender documents, indicating the services to be provided.

2.9 Tender Prices

The tenderer shall indicate on the form of tender and the appropriate Prices schedule/ Premium the unit prices and total tender price of the services it proposes to provide under the contract.

Prices (premium) indicated on the Premium Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with all 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 (premium) shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the tender shall furnish, as part of its tender documents Establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the Sports Arts and Social Development Fund'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 prescribed in the Appendix to Instruction to Tenderers.
- 2.12.2 The tender security shall be Kshs. 100,000/-
- 2.12.3 The tender security is required to protect the Sports Arts and Social Development Fund against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form:
- a) Cash
 - b) A bank guarantee
 - c) Such insurance guarantee approved by IRA/PPRA
 - d) Letter of credit
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 shall berejected by the Sports Arts and Social Development Fund as non-responsive, pursuant to paragraph 2.20.5.
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but later than thirty (30) days after the expiration of the period of tender validity.
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.8 The tender security may be forfeited:
- a) If a tenderer withdraws its tender during the period of tender validity

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

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the National Sports Fund as non-responsive.
- 2.13.2 In exceptional circumstances, the Sports Arts and Social Development Fund 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 be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tenders

- 2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.1 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the copy of the tender **in separate envelopes**, duly marking the envelopes as "**ORIGINAL TENDER**" and "**COPY OF TENDER**". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
 - a) Be addressed to the Sports Arts and Social Development Fund at the address given in the Invitation to Tender
 - b) Bear tender number and name in the invitation to tender and the words, "**DO NOT OPEN BEFORE Monday, 24th August, 2020**"
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Fund Sports Arts and Social Development Fund will assume no responsibility for the tender's misplaced or premature opening.

2.16. Deadline for Submission of Tenders

The Sports Arts and Social Development Fund may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Fund and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

Bulky tenders that will not fit the tender box shall be received by the Fund as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Sports Arts and Social Development Fund prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer's modification or withdraw its tender after the tender's submission provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Sports Arts and Social Development Fund prior to the deadline prescribed for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

2.18.1 The Sports Arts and Social Development Fund will open all tenders in the presence of tenderers' representatives who choose to attend on **Monday, 24th August, 2020 11:00 am** and at the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the

Fund Sports Arts and Social Development Fund, at its discretion, may consider appropriate, will be announced at the opening.

- 2.18.3 The Sports Arts and Social Development Fund 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 in writing.

2.19 Clarification of Tenders

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Sports Arts and Social Development Fund 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 reflected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Sports Arts and Social Development Fund 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 Sports Arts and Social Development Fund will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Sports Arts and Social Development Fund's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Sports Arts and Social Development Fund and may not subsequently be made responsive by the tenderer by correction of non-conformity.

2.21. Conversion to single currency

2.21.1 Where other currencies are used, the Sports Arts and Social Development Fund will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

2.22.1 The Sports Arts and Social Development Fund will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.22.2 The Fund'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 Condition of Contract.

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

- a) Operational Plan
 - (i) The Fund requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders' offering to perform longer than the Fund's required delivery time will be treated as non-responsive and rejected.

b) Deviation in payment schedule

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

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

2.23. Contacting the Sports Arts and Social Development Fund

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Fund on any matter

relating to its tender, from the time of the tender opening to the time the contract is awarded.

- 2.32.2 Any effort by a tenderer to influence the Fund 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 Fund will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as such other information as the Fund deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a pre-requisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Fund will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25. Award Criteria

- 2.25.1 Subject to paragraph 2.29 the Fund 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. Sports Arts and Social Development Fund's Right to accept or Reject any or all Tenders

- 2.26.1 The Fund reserves the right to accept or reject and tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Fund's action. If the Fund determines that none of the tenders is responsive, the Sports Arts and Social Development Fund shall notify each tenderer who submitted a tender.

- 2.26.2 The Fund 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 expiration of the period of tender validity, the Fund will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the Fund pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance securing pursuant to paragraph 2.29, the Fund 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 the Fund notifies the successful tenderer that its tender has been accepted, the Fund will simultaneously inform the other tenderers that their tenders have not been successful. 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Sports Arts and Social Development Fund.
- 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 the Contract, in a form acceptable to the Sports Arts and Social Development Fund.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Fund may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

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

2.30.2 The Fund will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

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.

Instructions to Tender reference	Particulars of Appendix to instructions to tenderers
2.1 Eligible Tenderers	Only for underwriting Companies Licensed by the IRA to transact Medical Insurance Business
2.4.1 Clarification of Tender Documents	Ag. Chief Executive Officer Sports Arts and Social Development Fund P.O. Box 4644-00200 Nairobi Tel: 0789110088 Email: procurement@sasdef.go.ke
2.2.2 Price to be charged for tender documents	. Kshs. 1,000
2.14.1 Number of Tender Copies Required	One original and one copy properly bound and document MUST be sequentially numbered/ paginated and initialed on all pages including attachments if any.
2.15.2 (b) State day, date and time of Tender Closing	Monday, 24th August, 2020 at 11:00 a.m.
2.16.1 State day, date and time of Tender Opening	As per 2.18 above.
2.16.3 Delivery of bulky documents	Bulky tenders that will not fit in the tender box shall be delivered to the Supply Chain Unit and will be signed for.
2.21 The Currency	The Currency to be used is Kenya Shillings
2.22 The Evaluation Criteria	See (II) below
2.29 Performance Security	Performance security equivalent to 10% of tender sum required in form of unconditional bank guarantee.

1. The insurance company/brokerage firm shall designate an officer(s) to supervise/manage the contract.
The Insurance company/brokerage firm shall designate an officer(s) who shall be the contact person(s)
2. Where the bidder fails to settle claims to the satisfaction of the Fund, the contract shall be terminated at the option of the Fund.

(II) CRITERIA OF EVALUATION

- The method of evaluation will be merit point system
- The evaluation criteria will be applied as indicated below: -

A. MANDATORY REQUIREMENTS		
1.	MANDATORY REQUIREMENTS	(YES/NO)
a)	Certified 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 Prices schedule/ Premium form	
e)	Copy of Valid Tax Compliance Certificate from KRA	
f)	Proof of registration as a member of Association of Kenya Insurance (AKI) for Current year 2020	
g)	Certified copy of registration certificate from IRA for 2020	
h)	A valid Single Business Permit from County Government for 2020	
i)	Submit copies of audited accounts for the latest three (3) financial years (2017,2018 & 2019)	
j)	Duly filled, signed and Stamped Self Declaration Form	
k)	Attach recommendation letters in clients' letterhead dully signed and stamped from 10 major hospitals in Nairobi. Due diligence will be carried out to confirm this.	
l)	Must have been in existence for the last Ten (10) years providing Medical Insurance. <i>(Attach copies of IRA registration certificates for the last five Years)</i>	
m)	A copy of a professional Indemnity Insurance Policy	
n)	Original and copy of Tender document MUST be paginated/ serialized/ Numbered sequentially and initialed on all pages including attachments	

B. TECHNICAL EVALUATION FOR MEDICAL INSURANCE OPERATIONS PERFORMANCE & HUMAN RESOURCES		Scores
1	List of 5 current Corporate clients (Attach LSO/contract documents) (2 marks each)	10 Marks
2	Recommendation Letters from five (5) Public Institutions in clients letter head (Ministries, Parastatals or SAGAs) (3 marks each)	15 Marks
3	List at least five (5) key professional staff and their portfolio/tasks, for each professional stated with clear portfolio/tasks marks will be awarded as follows. (Attach CVs & Academic Certificate) Qualifications: Graduate in insurance max marks (10 marks) Indicate name and contacts of the person who will be in charge of the scheme (manager/administrator) if awarded the tender. Diploma holders in insurance (3 marks) Certificate in insurance (2mark)	10 Marks
4	List of health providers indicating their locations, contact person and Telephone (2 marks for less than 40 hospitals, 4 marks for 40 – 50 hospitals, 6 marks for 51- 60 hospitals, 8 marks for 61-70 hospitals, 8 marks for 71- 80 hospitals, and a maximum of 10 marks for over 80 hospitals (increase nationwide Coverage) List of specialist/doctors/consultant/opticians/pharmacist providers etc. (increase nationwide Coverage)1 mark each maximum 5 marks	10 Marks 5 Marks
5	Benefit cover for Covid- 19, chronic illnesses, all pre-existing conditions and HIV (Full cover within inpatient and outpatient - 10 marks, Half cost of inpatient cover- 3 marks, less than half of inpatient cover-1 marks,	14 Marks
6	Financial capability for the last three years: Liquidity ratio; 2:1 ratio (2 Marks each year) 1: 1 ratio (1 Mark each year) Less – 0 point	6 Marks
7	Must have a gross annual premium in the last three (3) years in Medical Insurance Cover per client. Ksh 50 Million -Ksh 100 Million..... 5 Marks Ksh 101 million- Ksh 200 million..... 10 Marks Kshs.201 million – Kshs300 Million.....15 Marks Over Kshs 300Million.....20 Marks	20 Marks

8	Proof of financial capacity-The audited accounts for the last three (3) Years Must show up capital of at least Ksh 50 million Ksh 50 million- 100 million.....5 marks Ksh 100 million- Ksh 200million.....10 marks Over Ksh 200million.....15 marks	15 Marks
TOTAL SCORES		100 Marks

PLEASE NOTE:

To qualify for financial evaluation, the bidder and/or the recommended underwriter must score a minimum of 70% percent each.

C. FINANCIAL EVALUATION/ AWARD CRITERIA

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

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this contract, the following terms shall be interpreted as indicated:

- a) “The Contract” means the agreement entered into between the Sports Arts and Social Development Fund 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 tendered under the contract for the fill and proper performance of its contractual obligations.
- c) “The Services” means services to be provided by the tenderer including and documents, which the tenderer is required to provide to the Sports Arts and Social Development Fund under the Contract.
- d) “The Sports Arts and Social Development Fund” means the organization procuring the services under this Contract.
- e) “The Contractor” means the organization or firm providing the services under this Contract.
- f) “GCC” means the General Conditions of Contract contained in this section.
- g) “SCC” means the Special Conditions of Contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Standards

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

3.4 Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Sports Arts and Social Development Fund’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, patten, sample or information finished by or on behalf of the Sports Arts and Social Development Fund in connection therewith, to any person other that a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Sports Arts and Social Development Fund’s prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Sports Arts and Social Development Fund and shall be returned (all copies) to the Sports Arts and Social Development Fund on completion of the contract's or performance under the contract if so required by the Sports Arts and Social Development Fund.

3.5 Patent Rights

3.5.1 The Contractor shall indemnify the Sports Arts and Social Development Fund against all third party claims of the infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

3.6.1 Within twenty-eight (28) days of receipt of the notification contract award, the successful tenderer shall furnish to the Sports Arts and Social Development Fund the performance security where applicable in the amount specified in the SCC

3.6.2 The proceeds of the performance security shall be payable to the Sports Arts and Social Development Fund as compensation for any loss resulting from the Tenderer's failure to complete its obligation under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Sports Arts and Social Development Fund and shall be in form of:

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

3.6.4 The performance security will be discharged by the Sports Arts and Social Development Fund and returned to the Candidate not later than (30) days following the date of completion of the contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7 Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor with the terms specified by the Sports Arts and Social Development Fund in the schedule or requirements and the special conditions of contract.

3.8 Payment

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

3.8.2 Payment shall be made promptly by the Sports Arts and Social Development Fund, but in no case late than sixty (60) days after submission of an invoice or claim by the contractor.

3.9 Prices

3.9.1 Prices charged for services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the Sports Arts and Social Development Fund's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

3.9.3 Where contract price variation is allowed the variation shall no exceed 25% of the original contract price.

3.9.4 Price variation requests shall be processed by the Sports Arts and Social Development Fund within 30 days of receiving the request.

3.10 Assignment

3.10.1 The contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Sports Arts and Social Development Fund's prior written consent.

3.11 Termination for Default

3.11.1 The Sports Arts and Social Development Fund may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) If the contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Sports Arts and Social Development Fund.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contractor in the judgment of the Sports Arts and Social Development Fund has engaged in corrupt or fraudulent practices in competing or executing the contract

3.11.2 In the event the Sports Arts and Social Development Fund terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Contractor shall be liable to

the Sports Arts and Social Development Fund for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

3.12 Termination for Insolvency

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

3.13 Termination of Convenience

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

3.13.2 For the remaining part of the contract after termination the Sports Arts and Social Development Fund may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 The Sports Arts and Social Development Fund and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract.

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

3.15 Governing Language

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

3.16 Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

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

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

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

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

Reference of General Conditions of Contract	Special Condition of Contract
3.6 Performance Security	Only the successful tenderer will be required to provide performance security in the form provided
3.7 Delivery of Services	For a contract period of One (1) year. (12 Months)
3.8 Payment	Annual premium will be paid either once (or on equal installments) at the beginning of the policy.
3.9 Price Adjustment	No price adjustment allowed. However, the policy should be able to provide for additional staff and dependants, Sports Arts and Social Development Fund members and or reduction of the same at similar price.
3.16 Applicable Law	Laws of Kenya
3.18 Notices	Sports Arts and Social Development Fund Flamingo Towers, 7 th Floor Mara Road, Upperhill P.O Box 4644-00200 NAIROBI
Other's as necessary	

SECTION V - SCHEDULE OF REQUIREMENTS

The Sports Arts and Social Development Fund wishes to engage an Insurance Underwriting company to provide staff Medical Insurance (Both In-patient and Out Patient) Cover.

The Insurance Underwriting Company must meet the following conditions: -

1. Must be registered with the Insurance Regulatory Authority for the current year and a copy of the Current License be submitted.
2. Must give, for the previous year, at least five (5) reputable clients and a maximum of ten (10) and the total clients' premiums for the medical insurance.
3. Must submit a copy of the signed and audited accounts for the previous 3 years.
4. Must attach copies to the following documents;
 - Certificate of Registration/Incorporation
 - Valid Tax Compliance Certificate
 - Company profile

5. Must provide proof of membership of the Association of Kenya Insurers (AKI)
6. Provide proof of being in business for the last Ten (10) years to date.
7. Completely fill the Confidential Business Questionnaire.
8. The bidders must quote for medical insurance both inpatient and outpatient for the bids to be considered complete.
9. Complete the form of tender and price (premium) schedule in the formats provided.
10. Any other information or documents which in your opinion may assist in the objective evaluation of your proposal.

SECTION VI - DETAILS OF MEDICAL INSURANCE COVER

STAFF MEDICAL INSURANCE SCHEME COVER FOR THE PERIOD 2018-2019

Background

The Sports, Arts and Social Development Fund (SASDF) is established under the Public Finance Management (Sports, Arts and Social Development Fund) Regulations, 2018. The mandate of the Fund is to provide funding to support the development and promotion of sports and arts, and the promotion of social development including universal health care.

As part of the benefits offered by the Fund, the staff members and their dependants are entitled to receive medical and health cover.

In this regard, the Management is sourcing for a medical provider with the relevant professional skills; experience and technical resources to provide comprehensive medical and health insurance cover to the staff members and their dependants.

The Objective

To provide comprehensive medical and health insurance cover to staff members of the Sports Arts and Social Development Fund and their dependants

The Recipient

The recipients of this service are the 31 members of staff of the Sports Arts and Social Development Fund and their dependents.

1. The Scope of Work

The service provider is expected to offer the following - in-patient and out-patient – medical services to the members of staff of the Sports Arts and Social Development Fund and dependents under the policy to an agreed financial limit:

- i. Out-patient consultations, diagnostic tests, and treatment with a specialist if consented by the individual including but not limited to pediatrician, gynecologist, dermatologist, physiotherapist, urologist, neurologist and psychiatrist;

- ii. Access to a private ward, single room, in the hospital most appropriate for the case, including medical, surgical, diagnostic and therapeutic services appropriate to the accident/illness
- iii. Treatment of short-term (acute) medical conditions, Congenital conditions, Pre-existing conditions, including in-patient tests, and surgery;
- iv. Accident and emergency Evacuation, Admission, treatment and care;
- v. Laboratory tests, x-rays, ultra-sound, CT and MRI scans, oncology tests and other diagnostic procedures, including testing for HIV/AIDS if required and consented by the individual;
- vi. All family planning advice, procedures and commodities, including but not limited to surgical contraception - vasectomy, tubal ligation, norplant implant;
- vii. Immunization for new born babies (KEPI Vaccines), booster immunization for older children and vaccination for adults when travelling or if deemed necessary;
- viii. Maternity care including pre-natal and post-natal care, routine support and advice, tests, consultations and treatment during childbirth, and management of pregnancy related complications including congenital defects or abnormalities and premature births;
- ix. Diagnosis and treatment of sexually transmitted diseases;
- x. Health Care Guidance and Talks including but not limited to critical illnesses e.g. HIV/ AIDS, Cancer and any other.
- xi. Critical illnesses e.g. HIV/AIDS, Cancer - provide treatment of opportunistic infections, Antiretroviral therapy and the appropriate monitoring where necessary for any HIV positive member; provide counselling for members and immediate family, especially in the case of a confirmed terminal illness, suspected or known HIV infection; provide treatment including chemotherapy and care for cancer;
- xii. Counsel and provide emergency post exposure prophylaxis in the case of known or suspected exposure to HIV infection or cancer.
- xiii. Provision of reasonable Psychiatric services including counselling services, drugs and treatment for members and immediate family in case one develops a psychiatric condition;
- xiv. Wellness cover (including spouse) for general medical checkups, cervical smears, mammograms, prostate cancer and other tests.
- xv. Non cosmetic dermatology consultations and treatment
- xvi. Rehabilitation and counselling services for any member who suffers permanent loss of one or more limbs or eyes or suffers from total or partial disablement; provide specialist equipment e.g. mobility, hearing aids etc. if deemed necessary;
- xvii. General counseling services to the member;
- xviii. Optical services including eye testing, surgery and lenses as prescribed a qualified ophthalmologist to an agreed financial limit.

- xix. Offer a wide range of options of medical and para-medical practitioners, clinics, hospitals, pharmacies and laboratories to members on the scheme and include overseas treatment
- xx. Dental services including cleaning, filling, extraction, root canals treatment and replacement of teeth lost through sickness or accident to an agreed financial limit.
- xxi. Daily cash for admitted staff, lodger fees and child guard cover.
- xxii. Provision of smart cards and waiver of the waiting period(s).
- xxiii. Provision of online access to member statements and balances.
- xxiv. Benefit cover for Covid- 19, chronic illnesses, all pre-existing conditions and HIV
- xxv. Any other enhanced benefits that can be reasonably provided e.g. travel cover.

2. Last Expense

A last expense shall be paid in respect of death of an insured person.

Method

As stated above, the service provider is expected to observe absolute confidentiality in any regard relating to the health, welfare and/or treatment of any member of the scheme. All quotes should be per principle member and spouse/dependents.

Timeframe

The contract will be valid for one year (12 months)

Outputs

The service provider will liaise with the HR Officer for the day-to-day implementation of the contract. The service provider will submit a monthly progress report to the HR Manager on implementation of the contract and will nominate a contact person who should be readily available to answer the member's enquiries.

3. Network coverage

The bidder should have extensive and reputable network of Hospitals, Clinics, Pharmacies and Laboratories within easy reach of members and their dependants. The bidder is required to provide the following; -

- i. Full details of towns where the insurance company is represented.

- ii. The Appointed hospitals, clinics and doctors all over the country that can be accessed by the Sports Arts and Social Development Fund employees and their dependants.
- iii. Full details of the medical cover outside Kenya and all exclusion that are applicable.

NB: The Sports Arts and Social Development Fund employees are residents in Nairobi. However, their family members (dependants) may not necessarily stay with them but stay up country.

Once in a while, staff may be required to perform their duties out of station or travel within the country or overseas to attend training, seminars or workshops, field work and outreach services to the counties.

The bidder should therefore make provision for such cases in the proposal.

4. Case Management

The bidder is expected to provide details of the following; -

- I. A detailed description on how the cover is going to be administered.
- II. An analysis on how the service provider intends to address the following issues/procedures.
- III. Admission of members into the cover
- IV. Admission of members with pre-existing and congenital conditions into the cover (give details of the limits for each)
- V. Admission of HIV/AIDS related cases to the cover
- VI. Procedure to be followed for overseas cover
- VII. Procedure for reimbursement for cases where provider not in panel
- VIII. Procedure for adding a provider not in panel
- IX. Procedure to be followed to access last expense.

5. Claims Settlement Turnaround Time

The bidder is expected to demonstrate and give details of the reimbursement claims turnaround time.

NB: The time indicated will be used to review the performance of the Tenderer and the underwriter for any future renewal and contact.

6. Financial stability

The bidder should provide documentary proof that they are financially sound and is fully licensed and registered as a medical insurance cover provider. **NB:** The tender documents must be accompanied with Audited Accounts for the last three years.

7. Special medical Treatment.

There are cases, which may require special treatment owing to medical history of a member of staff and/or dependent.

The bidder is required to propose on how such a case is dealt with in case it occurs.

8. Exclusions and requirements

The bidder must state clearly requirements, special conditions and/or exclusions applicable to the schemes.

9. Reference and Key Personnel

The Bidder must demonstrate its ability, knowledge and experience in the provision of medical insurance services and give details of key personnel charged with management of medical scheme.

The bidder should give at least (5) five current reputable clients preferably from the public sector indicating the type of cover, duration, and premiums for the medical scheme cover provided per each client.

10. Medical benefits Limits

The Medical provider to give a quote as per the 4 options provided

Members	Benefits	Option 1 (Amount per Family Ksh.)	Option2 (Amount per person Ksh.)	Option 3 (Amount per person Kshs.)	Option 4 (Amount per person Kshs.)
To be availed on request from the office	Inpatient	5,000,000	2,000,000	3,000,000	2,000,000
	Outpatient	500,000	150,000	250,000	100,000
	Maternity	350,000	350,000	300,000	-
	Dental	50,000	50,000	50,000	-
	Optical	50,000	50,000	50,000	-
	Funeral (last Expense)	100,000	100,000	100,000	100,000

SECTION VI-STANDARD FORMS

Notes on the standard forms

1. **Form of TENDER** – The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer
2. **Prices schedule/ Premium Form** – The Prices schedule/ Premium form must similarly be completed and submitted with the tender.
3. **Contract Form** – The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** – This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** – When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the Sports Arts and Social Development Fund.
6. **Performance Security Form** – The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the Sports Arts and Social Development Fund.

FORM OF TENDER

To:

Date: _____

**The Ag. Chief Executive Officer
Sports Arts and Social Development Fund
P.O. Box 4466 – 00200
Nairobi**

Tender No. SASDEF/T/PROC/001/2020-2021

Tender Name: Provision of Insurance Services for Medical, Group Life & other related Insurance Policies for the period 2020 – 2021

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including Addenda No. (Insert numbers)the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of.....
.....
[Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.
2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of..... [number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon 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 _____ 2018

{Signature}

[In the capacity of]

Duly authorized to sign tender for and on behalf of: _____

PREMIUM SCHEDULE FORM

COVER TYPE	OPTION 1 (see Limits in Section 11)	OPTION 2 (see limits in section 11)	OPTION 3 (see limits in section 11)	Option 4 (see limits in section 11)
INPATIENT				
OUTPATIENT				
TOTAL AMOUNT INCLUSIVE OF TAXES				

AUXILIARY COVERS

COVER TYPE				
MATERNITY				
DENTAL				
OPTICAL				
FUNERAL COVER (Last Expense)				

NB: A list of staff and their dependants will be provided on request from the office)

PREMIUM SUMMARY COSTS

ITEM NO	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS) OPTION 1	TOTAL PREMIUM (KSHS) OPTION 2	TOTAL PREMIUM (KSHS) OPTION 3	TOTAL PREMIUM (KSHS) OPTION 4	TOTAL
	INPATIENT COST					
	OUTPATIENT COST					
	MATERNITY COST					
	DENTAL COST					
	OPTICAL COST					
	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.....

NB: Annual premium will be paid either once (or equal instalments) at the beginning of the policy.

Signature and stamp of the tenderer

.....

Note: In case of discrepancy between unit premium and total, the unit premium shall prevail.

CONTRACT FORM

THIS AGREEMENT made _____ day of _____ 2020 between [name of Procurement entity] of _____ [Country of Procurement entity] (hereinafter called “the Sports Arts and Social Development Fund”) of the one part and _____ [name of tenderer] of _____ [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS the Sports Arts and Social Development Fund invited tenders for the Medical 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 constructed as part of this Agreement, viz:
 - the Tender Form and the Prices schedule/ Premium submitted by the tenderer
 - the Schedule of Requirements
 - the Details of cover
 - the General Conditions of Contract
 - the Special Conditions of Contract; and
 - the Sports Arts and Social Development Fund’s Notification of Award
3. In consideration of the payments to be made by the Sports Arts and Social Development Fund to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Sports Arts and Social Development Fund to provide the medical cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Sports Arts and Social Development Fund hereby covenants to pay the tenderer in consideration of the provisions 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 AND SEALED, for and on behalf of Sports Arts and Social Development Fund

Binding Signature

Signature.....

Name.....

(AG. CHIEF EXECUTIVE OFFICER)

Date.....

In the Presence of:

Signature.....

Name.....

Date.....

SIGNED AND SEALED, for and on behalf of the Tenderer

Binding Signature

Signature.....

Name.....

(MANAGING DIRECTOR/CEO)

Date.....

In the Presence of:

Signature.....

Name.....

Date.....

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2(c) whichever applied to your type of business.

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

Part 1 General Business Name..... Location of Business Premises..... Plot No.....Street/Road..... Postal address.....Tel No..... Fax Email..... Nature of Business..... Registration Certificate No..... Maximum value of business which you can handle at any other time – Kshs..... Name of your bankers..... Branch.....			
Part 2 (a) – Sole Proprietor			
Your name in full..... Age..... Nationality..... Country of Origin..... Citizenship details.			
Part 2(b) – Partnership			
Given details of partners as follows			
Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			
4.			
Part 2(c) – Registered Company			
Private or Public.....			
State the nominal and issued capital of company.....			
Nominal Kshs.....			
Issued Kshs.....			
Given details of all directors as follows			
Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			
4.			
Date..... Signature of Candidate.....			

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 the bank*] of..... [*name of country*], having our registered office at [name of Sports Arts and Social Development Fund] (hereinafter called <the Sports Arts and Social Development Fund> in the sum of..... [*state the amount*] for which payment will and truly to be made to the said Sports Arts and Social Development Fund, the Bank binds itself, its successors, and assigns by these presents. Sealed with the common Seal of the said Bank this; day of20

THE CONDITIONS of this obligation are: -

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

We undertake to pay to the Sports Arts and Social Development Fund up to the above amount upon receipt of its first written demand, without the Sports Arts and Social Development Fund having to substantiate its demand, provided that in its demand the Sports Arts and Social Development Fund 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 state 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.

You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for 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