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**TENDER DOCUMENT**

**FOR**

**PROVISION OF MEDICAL INSURANCE COVER FOR  
STAFF AND BOARD MEMBERS**

**TENDER NO. KDB/S/201/18**

MARCH, 2018

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**SECTION I - INVITATION FOR TENDERS**  
**Date 13<sup>th</sup> March, 2018**

**TENDER REF. NO. KDB/S/201/18**

**TENDER NAME:** Provision of Medical Insurance Cover

- 1.1 The Kenya Dairy Board (KDB) invites tenders from eligible Medical Insurance underwriters for to provide Medical insurance cover for its staff and Board members.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at KDB offices, NSSF Building, Block A 10<sup>th</sup> Floor, Eastern Wing, at the procurement office during normal office working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of KShs. 1,000.00 in cash or bankers cheque payable to Kenya Dairy Board.

Alternatively, tender documents may be obtained free of charge by downloading from KDB website: **[www.kdb.co.ke](http://www.kdb.co.ke)** or **[supplier.treasury.go.ke](http://supplier.treasury.go.ke)**. Documents downloaded are free of charge and bidders are advised to register their bid documents at the procurement office or via email at **[procurement@kdb.co.ke](mailto:procurement@kdb.co.ke)** for records or any further tender clarification. (Refer to registration form in the tender document).

- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.5 Complete Tender documents serialised and paginated should be submitted in plain sealed envelopes clearly marked with **Tender No. and name** addressed to:

**The Managing Director  
Kenya Dairy Board  
P.O. Box 30406-00100 Nairobi,**

and deposited in the tender box situated in NSSF Building, Block A 10<sup>th</sup> Floor, Eastern Wing, so as to reach him on or before **29<sup>th</sup> March, 2018 at 10.00 am.**

- 1.6 Tenders will be opened immediately after the closing time in presence of Tenderers or their representatives who choose to attend at KDB Boardroom, NSSF Building, Block A Eastern wing 11<sup>th</sup> Floor.

SIGNED FOR:           MANAGING DIRECTOR

**REGISTRATION FORM FOR DOWNLOADED TENDERES**

Please provide your details below for purposes of communication in case you download this

tender document from KDB website/IFMIS website:

Name of the firm:.....

Postal Address:.....

Telephone Contacts.....

Company email address:.....

Contact Person:.....

Once completed please submit this form to the email below;

procurement@kdb.co.ke

## SECTION II - INSTRUCTION TO TENDERERS

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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 KDB's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KDB 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 KDB, 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 KDB shall allow the tenderer to review the tender document free of charge before purchase.
- 2.2.4 Tenderers can alternatively download the document from KDB's website [www.kdb.co.ke](http://www.kdb.co.ke) or [supplier.treasury.co.ke](http://supplier.treasury.co.ke). Documents downloaded are free of charge and bidders are advised to register their bid documents at the procurement office or via email at [procurement@kdb.co.ke](mailto:procurement@kdb.co.ke).

### **2.3 Contents of Tender Document**

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
  - (ii) General Conditions of Contract

- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

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

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify KDB by post, fax or by email at the KDB's address indicated in the Invitation for tenders. KDB 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 KDB. Written copies of the KDB's 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 KDB 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 KDB, 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, KDB, 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 KDB, 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 KDB'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 be of 2% of tender sum

2.12.3 The tender security is required to protect KDB 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) Banker's cheque.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by KDB as non-responsive, pursuant to paragraph 2.20.5

2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

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

## **2.13. Validity of Tenders**

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KDB as non-responsive.

2.13.2 In exceptional circumstances, KDB 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 KDB 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 ( Thursday 29<sup>th</sup> March, 2018 at 10.00am)**"

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, KDB will assume no responsibility for the tender's misplacement or premature opening.

#### **2.16. Deadline for Submission of Tenders**

2.16.1 Tenders must be received by KDB at the address specified under paragraph 2.15.2 not later than **Thursday 29<sup>th</sup> March, 2018 at 10.00am.**

2.16.2 KDB 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 KDB and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by KDB 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 KDB prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

## **2.18. Opening of Tenders**

2.18.1 KDB will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00am, Thursday 29<sup>th</sup> March, 2018** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

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

2.18.3 KDB 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 KDB 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 KDB in KDB'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 KDB 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 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 KDB 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, KDB 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. KDB'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 KDB 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, KDB 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 KDB will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.22.2 The KDB's evaluation of a tender will take into account, in addition to the tender price, the criteria in Appendix to Instructions to Tenderers

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

## **2.23. Contacting the KDB**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact KDB 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 KDB 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 KDB will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as KDB 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 KDB 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 KDB 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 KDB reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected

tenderer or tenderers of the grounds for the KDB's action. If KDB determines that none of the tenders is responsive, KDB shall notify each tenderer who submitted a tender.

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

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

## **2.27 Notification of Award**

2.27.1 Prior to the expiration of the period of tender validity, KDB 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 KDB pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 KDB 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 KDB notifies the successful tenderer that its tender has been accepted, KDB 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 KDB.

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 the KDB.

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 KDB may make the award to the next lowest evaluated tender or call for new tenders.

### **2.30 Corrupt or Fraudulent Practices**

- 2.30.1 KDB 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 KDB 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.

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	<i>Medical Insurance providers- underwriting companies licensed by IRA</i>
2.12	<i>The tender security shall be of 2% of tender sum and valid for 150 days</i>
2.13	<i>Tender shall remain valid for 120 days from date of tender opening.</i>
2.14	<i>The tenderer shall prepare one (1) original and one (1) copy of the tender – properly bound and paginated</i>
2.15.2 (b)	<i>Thursday, 29<sup>th</sup> March 2018 at 10.00am</i>
2.16.1	<i>As 2.15.2 (b) above</i>
2.16.2	<i>Bulky tenders which will not fit the tender box shall be received at the procurement office and signed for.</i>
2.18.1	<i>As 2.15.2 (b) above</i>
2.22.2	<i>Evaluation and Comparison of Tenders see (II)below</i>



## (II) EVALUATION CRITERIA

The evaluation criteria will be applied as indicated here below: -

1.	MANDATORY REQUIREMENTS	YES/NO
a.	Tender security 2% of tender amount from reputable bank or Insurance company approved by Public Procurement Regulatory Authority.	
b.	Provide valid Registration certificate from IRA as a Medical Insurance provider (attach copy)	
c.	Registration as a member of AKI for the current year 2018(attached copy)	
d.	Submit a Copy of Valid Tax Compliance Certificate from KRA	
e.	Submit copy of certificate of incorporation/Registration	
f.	Dully filled and signed and stamped Confidential Business Questionnaire Form	
g.	Single business permit from County Government	
h.	Duly completed and signed and stamped form of tender	
i.	Must have been in existence in medical business for the last five years	
j.	Must have a Professional Indemnity Insurance Cover of at least Kshs. 50 Million and a valid copy be submitted.	
k.	Must have paid up capital of at least Kshs.200Million	
l.	Must have an annual gross premium from medical services underwriting in previous year	
m.	Properly bound, good presented document (one Original and one copy). The tender document shall be paginated/serial numbered all pages.	

**Bidders must meet all the mandatory requirements to qualify for Technical Evaluation**

## TECHNICAL EVALUATION CRITERIA

Compliance with the technical requirements of the tender. The Underwriter that will give the best offer will be awarded highest marks.

Consideration will be based but not limited to the following. Bidders to indicate either Yes or No against the list below and attach proof where necessary:

No.	Requirement	Max
a.	i. Network coverage (9 marks) <ul style="list-style-type: none"> <li>Across the country (4 marks)</li> <li>Overseas (5 Marks)</li> </ul>	9
	ii. Waiting Period (5 marks) Membership registration at inception (0 days: 1 mark, Greater than 1 day: 0 mark) <ul style="list-style-type: none"> <li>Card replacement (2-3 days: 2 marks, Less than 4 days: 1 mark, greater than 4 days: 1 mark)</li> <li>New Dependant addition (1 Day: 2 marks, Less than 5 days: 1 mark, Greater than 5 days: 0 marks)</li> </ul>	5
	ii. Treatment of HIV/AIDS and other opportunistic conditions including Anti-Retroviral Therapy (5 marks) (Unlimited: 5 marks, Limited: 2 marks, Silent: 0 marks)	5
	iv. Treatment of pre-existing medical conditions (5 marks) (Unlimited: 5 marks, Limited: 2 marks, Silent: 0 marks)	5
	v. Treatment of chronic illness (5 marks) (Unlimited: 5 marks, Limited: 2 marks, Silent: 0 marks)	5
	vii. Treatment from any injuries or sickness sustained as a result of riot, strike, terror and kindred risks (5 marks)	5
	viii. Treatment of congenital conditions (5marks) (Yes: 5 marks, No: 0 marks)	2
	<b>SUB TOTAL</b>	<b>36</b>
b.	Provide recommendation letters and contacts of five Corporate Clients for the last three years where an assignment of similar nature was rendered.	5
d.	Claims settlement history, period, re-imburement/Payments, recommendation <ul style="list-style-type: none"> <li>Settlement of claims history: Provide a list of ten hospitals, doctors, and consultants paid in the last two years indicating the amount paid. (2 marks).</li> </ul>	2
	Claim validity Period more than 1 month (1 mark)	1
	Claim payment Period within one month(1 mark)	1
	Time taken to refund prorated premiums for staff who have exited from scheme, within one month (1 mark)	1
	Last expense Timelines, within a week (1 mark)	1
	Payment to services providers within a month (1 mark)	1
	Recommendation letter from at least six (6) hospitals should be provided. (Attach proof) (6 marks, 1 mark per recommendation letter). The recommendation should be in the last three years.	6
<b>SUB TOTAL</b>	<b>18</b>	

e.	Demonstrate experience of the underwriter in provision of medical insurance services. Attach IRA certificates for the past five years. (1 marks per relevant certificate).	5
f	Qualification and Experience of Key Staff. You are required to provide necessary Academic, Professional qualification and number of years in managing and underwriting medical services. Staff in these categories will be considered: Underwriter (Actuarial, Insurance) Claims Personnel (Actuarial, Insurance) ICT Medical Personnel Qualification (2 Marks per category, must attach certificate).	8
g.	Experience (1 Mark Per category, three years or more, must provide CV) of Key staff of the underwriter in managing and underwriting medical services. (2 marks each, (1 mark for attached certificate and 1 mark for experience)	4
	<b>SUB TOTAL</b>	<b>17</b>
h.	Submit a copy of audited Financial Statements for the last three (3) years (2015, 2016 and 2017). (6 marks, 2 marks for each statement provided.)	6
	Provide the following ratios Current Ratio= Current Assets/ Current Liabilities. (1 mark) Return on Equity (ROE) = (Net Income/Total Stakeholders Equity)*100. (1 mark) Solvency Margin Ratios for 2014, 2015, 2016 Financial Year. (1 mark)	3
	<b>SUB TOTAL</b>	<b>9</b>
i.	Methodology and Convenience (Scheme Administration) Must have Call Center 24/7 (3 marks)	3
	Must have Liaison person and Alternate person (3 marks)	3
	Training/Sensitizing of clients (2 marks)	2
	Cost of Replacing a Card(2 marks) Kshs 0 to 500 (2 marks) over 500 to 1000(1mark)	2
	No Optical Pre-Authorization (5 marks)	5
j.	Value Addition proposed by the Underwriter (1 mark each upto 5 maximum)	5
	<b>TOTAL</b>	<b>100</b>

NB: To qualify at technical evaluation the bidder must score a minimum of 70% in order to proceed to financial evaluation.

## FINANCIAL EVALUATION

The firms that would offer the lowest evaluated premium will be considered for award of tender

**SECTION III - GENERAL CONDITIONS OF CONTRACT**

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## **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 KDB 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 KDB under the Contract.
- (d) “KDB” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

### **3.2. Application**

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

### **3.3. Standards**

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

### **3.4. Use of Contract Documents and Information**

3.4.1 The Contractor shall not, without the KDB'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 KDB in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the KDB'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 KDB and shall be returned (all copies) to KDB on completion of the contract's or performance under the Contract if so required by the KDB.

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

3.6.1 Within fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KDB the performance security where applicable in the amount specified in SCC

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

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KDB and shall be in the form of bank guarantee or irrevocable letter of credit issued by a reputable bank located in Kenya acceptable to the Procuring entity in the form provided in the tender documents.

3.6.4 The performance security will be discharged by KDB and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's

performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7. Delivery of services and Documents**

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

### **3.8. Payment**

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

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

### **3.9. Prices**

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

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

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

3.9.4 Price variation requests shall be processed by KDB 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 KDB's prior written consent.

### **3.11. Termination for Default**

3.11.1 KDB 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 KDB.

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

3.11.2 In the event KDB 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 KDB 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 KDB 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 KDB.

### **3.13. Termination for Convenience**

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

3.13.2 For the remaining part of the contract after termination KDB 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 KDB and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

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

### **3.15. Governing Language**

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



### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

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

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

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

1. The clauses in this section are intended to assist KDB in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of KDB and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
  - (a) Information that complement provisions of Section III must be incorporated; and
  - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Performance Security will be 10% of tender sum
3.7 Delivery of Services	Period of cover is one (1)year Time of cover 24hours
3.16 Applicable law	The laws of Kenya
3.18 Notices	The Managing Director Kenya Dairy Board NSSF Building Block A 10 <sup>th</sup> Floor P.O. Box 30406 00100 NAIROBI

## SECTION V - SCHEDULE OF REQUIREMENTS

### DETAILS OF MEDICAL INSURANCE COVER

Kenya Dairy Board now intends to procure a medical insurance cover for one hundred and thirty nine (139) staff and twelve (12) board members through an Insurance Service Provider. The Board has three different categories of staff namely:

1. Board Members – whose scope will include medical cover for individual Board Members only as will be outlined. This has been classified as Category A
2. Permanent Employees –scope will include medical cover for the employee, spouse and dependents. These has been classified as Category B, C and D.

KDB has employees spread out country wide:

The insurance underwriting company will be expected to provide a scheme that entails benefits which ensure members of staff receive quality health care. While it is appreciated that medical schemes come with inherent controls and procedures, KDB is hoping that the selected provider will look at the possibility of ensuring that any controls and procedures are not unnecessarily bureaucratic and cumbersome.

Underwriters to provide comprehensive/enhanced medical cover for inpatient and outpatient inclusive of pre-existing, chronic HIV/AIDS, dental, optical and maternity cover as detailed below:

	<b>Category A</b> Board members (Individual)	<b>Category B</b> Staff (Per Family)	<b>Category C</b> Staff (Per Family)	<b>Category D</b> Staff (Per Family)
In Patient Overall Limit	2,000,000	2,000,000	1,500,000	1,000,000
Out Patient Overall Limit	100,000	100,000	100,000	100,000
Dental Limit	30,000	30,000	30,000	30,000
Optical Limit	30,000	30,000	30,000	30,000

**Out-patient Scheme includes the following while the patient is hospitalized:-**

- Surgical operations and procedures
- Theatre fees
- Pre- existing disease management
- Second opinion consultation
- Professional fees
- Anaesthetics for surgery
- Assistant at operations
- Ward accommodation

- ICU/HDU
- Visits and consultations by GP and/or Specialist (while in Hospital)
- Hospitalization after accidents
- Radiology
- Pathology
- Physiotherapy
- Ultrasound, MRI, CT Scan
- Blood Transfusions
- Internal prostheses
- Prescription drugs and materials
- Medicine received on discharge from hospital
- Emergency evacuations and ambulance services
- Labour and recovery wards
- Psychiatric illness
- Child clinics and Immunization
- Vaccines
- Psychological counseling
- Laboratory
- Ambulance services
- ENT services
- Dental services (X-Ray, Consultation, Extractions, Fillings, Dentures, Root Canal, Scaling and Polishing).
- Pre-existing chronic and HIV/AIDS treatment & care covered up to full outpatient limit
- Gynecological illnesses

• **In-patient Scheme includes the following while the patient is hospitalized:-**

- Rescue and evacuation
- Discharge medication
- Oncology tests, drugs and consultation fees
- Surgical operations and procedures
- First non-elective Caesarian Section
- Theatre fees
- Professional fees
- Aneasthetics for surgery
- Assistants at operations
- Ward accommodation
- ICU/HDU
- Visits and consultations by GP and/or Specialist
- Hospitalization after accidents
- X-Ray and pathology (while hospitalized).
- Physiotherapy
- Ultrasound, MRI, CT Scan

- Blood Transfusions
- Internal Prostheses
- Medicine/Drugs used
- Medicine received on discharge from Hospital
- Emergency evacuations and ambulance services
- Labour and recovery wards
- Psychiatric illness
- Occupational Therapy services
- Laboratory
- ENT services
- Maxilofacial surgery: trauma.
- Pre-existing chronic and HIV/AIDS treatment & care covered up to full inpatient limit

### **Maternity Scheme**

- Cost of normal and caesarian deliveries while hospitalized
- Labour and recovery wards
- Professional fees
- Ante natal, Post-natal , Peri-natal care
- Obstetric Ultrasounds
- Maternity related illness and complications

### **Other information that is required includes:**

#### **(a)Particulars of cover**

The medical cover exclusions, where applicable, **MUST** be clearly stated on a separate cover giving specific details of each excluded condition and must also provide: -

- Full details of what the cover provides
- Eligible expenses included in the in-patient cover
- Full details of what the cover excludes
- Dependents eligibility
- Pre-existing chronic and HIV (including ARVs) conditions will be covered up to the full outpatient and inpatient limit.

(b) The medical cover must incorporate the following. The costs for these should be shown separately.

- Funeral cover/ last expense for members (Kshs.100, 000)
- Dental
- Optical
- Maternity

#### **(c) Network coverage**

The tenderer is required to provide the following:-

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

- The appointed Hospitals, Clinics and Doctors all over the country that can be accessed by KDB employees and their dependents.
- Full details of the medical cover outside Kenya and all exclusions that are applicable.

**(d) Case Management**

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 which must be covered:-
  - Admission of members into the cover
  - Identification at service points
  - Admission of members with pre-existing conditions into the cover
  - Admission of chronic and HIV/AIDS related cases to the cover
  - Procedure to be followed for overseas cover
  - Procedure to be followed to procure last expense.
  - Private Room accommodation/General ward

**(e) Claims Settlement Turnaround Time**

Give details of the claims settlement turnaround time. Note the time indicated will be used to review the performance of the Tenderer and the underwriter for any future renewal of contract.

The service should be easily available and accessible to the covered as and when required all over the country.

Further it is expected that when inclusions of new members is undertaken a debit note for the period to the end of the cover shall be prepared and forwarded to KDB for settlement.

Likewise, in the event of an exit by a member from the service, KDB shall notify the service provider who shall be expected to reconcile the members account and forward a cheque in favor of KDB for the unutilized portion of the cover.

**f) Salient Features**

<b>Eligibility Age</b>	Children	From birth to 25 years
	Employee and Spouse	UP to 70 years
<b>Waiting period</b>	Existing Member	None
	New employee and additional spouse or newly born baby	None

## **SECTION VI - STANDARD FORMS**

### **Notes on the standard Forms**

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form**- The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the KDB.
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 KDB.
7. **Declaration Form**



**Form of Tender**

To: \_\_\_\_\_  
Name and address of KDB

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_  
Tender Name \_\_\_\_\_

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of .....  
.....[Total Tender amount in words and figures]  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**Price Schedule Form**

**DETAILS OF INPATIENT & OUT PATIENT MEDICAL COVER**

**Board Members - Inpatient and Outpatient cover**

member	In patient limit	Outpatient cover limit per individual	Premium
12	2,000,000	100,000	

**Staff member – Inpatient and outpatient cover**

	Inpatient cover limit per family	No. of families	Outpatient cover limit per family(100,000.00)	Premium
1.	<b>Kshs 2,000,000</b>			
	M+2	1		
	M+3	2		
2.	<b>Kshs.1,500,000</b>			
	M	2		
	M+1	1		
	M+2	3		
	M+3	6		
	M+4	9		
	M+5	3		
	M+6	2		
3.	<b>Kshs.1,000,000</b>			
	M	23		
	M+1	12		
	M+2	18		
	M+3	25		
	M+4	16		
	M+5	12		
	M+6	2		
	M+7	2		
	<b>Total</b>	<b>139</b>		

Signed \_\_\_\_\_ stamped

**Contract Form**

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

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

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the KDB)

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

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

Part \_\_\_\_\_ General:

Business Name .....

Location of business premises .....

Plot No. .... Street/Road .....

Postal Address ..... Tel. No. .... 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 follow

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

Part 2(c) – Registered Company:

Private or public .....

State the nominal and issued capital of the company –

Nominal Kshs. ....

Issued Kshs.....

Give details of all directors as follows

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

Date..... Signature of Tenderer .....

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

## TENDER SECURITY FORM

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

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of KDB*] (hereinafter called <the KDB> in the sum of [*state the amount*] for which payment well and truly to be made to the said KDB, 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 KDB on the Form; or
2. If the tender, having been notified of the acceptance of its tender by KDB 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 KDB up to the above amount upon receipt of its first written demand, without KDB having to substantiate its demand, provided that in its demand KDB 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 KDB

\_\_\_\_\_  
\_\_\_\_\_

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

**SELF-DECLARATION FORM**

Date

To: The Managing Director  
Kenya Dairy Board  
P.O. Box 30406-00100 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)



**FORM RB 1**

**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*KDB*)

Request for review of the decision of the..... (*Name of the KDB*) of .....dated  
the...day of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

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

- 1.
2. etc.

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

- 1.
- 2.

SIGNED .....(Applicant)

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

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day  
of .....20.....

SIGNED  
Board Secretary