



County  
Microfinance  
Corporation  
*Growing with you*

**MERU COUNTY MICROFINANCE CORPORATION**

**TENDER NO: MCMC/OT/047/2016-2018**

**TENDER DESCRIPTION: PROVISION OF INSURANCE  
SERVICES FOR THE FY 2016-2018**

**SUBMISSION DEADLINE: 28<sup>TH</sup> APRIL, 2016 AT 10.00 A.M**

**P.O. Box - 2564 - 60200  
MERU.  
Email: [microfinancem@gmail.com](mailto:microfinancem@gmail.com)**

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**TENDER NO. MCMC/OT/047/2016-2018 - PROVISION FOR  
INSURANCE  
SERVICES FOR THE FY 2016 -2018**

The Meru County Microfinance Corporation invites sealed bids from eligible firms for the Provision of Insurance Services as follows:

Lot No.	Description
1.	Medical Insurance Cover
2.	General Insurance Cover
3.	Group Life Cover
4.	Group credit life insurance cover

Interested bidders may inspect and download the tender document at [www.meru.go.ke](http://www.meru.go.ke) and submit the same free of charge. Bidders who choose to bid should register with the Procurement Department by submission of an application letter on their company letter head declaring their intention to bid in this tender.

Bidders are free to contact the office of the Managing Director or Procurement on the 1<sup>st</sup> Floor: Ntara Place, Meru, during normal working days between 8.00 am - 1.00 pm and 2.00 -5.00 pm for any clarification regarding the tender. Bidders shall not contact or discuss any aspect of their tender with corporation after the closing date and before the receipt of notification of award of tender or letters of regret as applicable. Any such contact shall lead to disqualification.

Completed tender should be enclosed in plain sealed envelopes marked with Tender Name and Reference Number and be deposited in the Tender Box situated at the Ntara place 1<sup>st</sup> Floor: Meru and be addressed to:

The Managing Director  
Meru County Microfinance Corporation  
P.O. BOX2564 – 60200  
MERU, KENYA

So that they are received on or before **28<sup>TH</sup> APRIL, 2016 at 10.00am.**

Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at Meru County Chamber located at county headquarter

Managing Director  
MERU COUNTY MICROFINANCE CORPORATION

## SECTION II - INSTRUCTION TO TENDERERS

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## **2.1. Eligible Tenderers**

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

## **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for this tender document shall not exceed Kshs.3, 000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2.3 Contents of Tender Document**

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

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

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

## **2.4 Clarification of Tender Documents**

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

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

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

## **2.5 Amendment of Tender Documents**

- 2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, or email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

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

## **2.7. Documents Comprising the Tender**

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

## **2.8. Form of Tender**

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

## **2.9. Tender Prices**

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

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

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

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11. Tenderers Eligibility and Qualifications**

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12. Tender Security**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.12.2 The tender security shall be 2 per cent of the tender price.

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7



2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of:

- a) Cash.
- 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 2.12.2 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

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

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

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.29 or
  - (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer 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 Procuring entity as non-responsive.

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

## **2.14. Format and Signing of Tenders**

- 2.14.1 The tenderer shall prepare original and 2 COPIES of the tender, clearly marking each “ORIGINAL TENDER” and “COPY 1 and COPY 2 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 1 OF TENDER” and COPY 2 OF TENDER. The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender.
  - (b) Bear tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE **28<sup>TH</sup> APRIL, 2016 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, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

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

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **28<sup>TH</sup>APRIL, 2016 at 10.00am.**

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

## **2.17. Modification and Withdrawal of Tenders**

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by 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 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **28<sup>TH</sup> APRIL, 2016 at 10.00am.** 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 the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

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

## **2.19 Clarification of Tenders**

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

## **2.20 Preliminary Examination and Responsiveness**

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

## **2.21. Conversion to single currency**

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

## **2.22. Evaluation and Comparison of Tenders**

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract

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

(a) Operational Plan

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

(b) Deviation in payment schedule

(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 Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

### **2.23. Contacting the Procuring entity**

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

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

### **2.24 Post-qualification**

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

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

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

### **2.25 Award Criteria**

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

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

## **2.26. Procuring Entity's Right to Vary Quantities**

2.26.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the service requirement originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

## **2.27. Procuring entity's Right to accept or Reject any or all Tenders**

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

2.27.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.27.3 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.

## **2.28. Notification of Award**

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

2.28.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each

unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

## **2.29. Signing of Contract**

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

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

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

2.29.4 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.

## **2.30. Performance Security**

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

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

## **2.31. Corrupt or Fraudulent Practices**

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

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

2.33.3 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.

<b>INSTRUCTION TO TENDER REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS</b>
<b>2.1. Eligible Tenderers</b>	For Lot 2 . Registered Insurance Firms/Underwriters, For Lots 1 3 &4 Registered Insurance firms/underwriters and Insurance Brokerage Firms Registered and Operating in Kenya.
<b>2.9. Tender Prices</b>	<p>(i.) Bidders shall recommend only one underwriter per policy. Where a bidder provides quotations from more than one underwriter for each policy, the bidder’s bid shall be treated as non-responsive;</p> <p>(ii.) The bidder’s price quotation for each policy shall be supported by a quotation from the recommended underwriter on their original letterhead;</p> <p>Where there is a price variation between the bidder and their recommended underwriter’s quotations, this shall be accompanied by a letter from the recommended underwriter on their original letterhead that they shall incept cover on the varied quotation.</p> <p>(iii.) Bidders shall state the rates used to determine the prices indicated. It is the responsibility of bidders and their recommended underwriters to confirm that the quoted premium rates are in compliance with terms of their existing reinsurance treaties and that the premium rates are acceptable to the Insurance Regulatory Authority</p> <p>(iv.) Bidders shall deem each policy as a separate contract unless where specifically grouped for purposes of prudence in underwriting.</p>

	(v.) Bidders shall not submit any conditional terms with regard to placement, co-insurance, reinsurance or accommodation terms – such bids will be treated as non-responsive.
2.1	(i) Letter(s) from Recommended Underwriter(s) on their original letterhead(s) indicating that they shall comply with the Schedule of Requirements together with the Details of Services in the exact form and content as specified in Section XI
<b>2.12. Tender Security</b>	Interested firms to provide a Tender security of 2% of total tender price in form of a Bank Guarantee.
2.13	(i) Award of Contract shall be on policy by policy basis unless specifically provided for in the Schedule of Requirements; (ii) Award of Contract shall also consider whether the Bidder or their Recommended Underwriter has previously failed to satisfy Service Level Agreements or agreed Performance Benchmarks in any previous Contract relating to that particular policy, in which case the policy shall be awarded to the next lowest evaluated compliant Bidder.
2.15.2 (b)	The inner and outer envelopes shall bear the Words:  (i) Tender Name: Provision of Insurance Cover (ii) Tender No: MCMC/OT/047/2016-2018 (iii) <b>DO NOT OPEN BEFORE 28<sup>H</sup> APRIL, 2016 at 10.00am.</b>  Tenders must be addressed and delivered to: The Managing Director, Meru County Microfinance Corporation P. O. Box 2465-60200, MERU.
2.16.1	Tenders must be received on or before <b>28<sup>TH</sup> APRIL, 2016 at 10.00am.</b>
2.16.3	Bulky tenders will be received by authorized corporation Staff members and recorded and signed for in a register by the representative of the Authority.

2.18.1	Tenders will be opened at the time stated in the presence of tenderers or their representatives
2.22.1	EVALUATION CRITERIA (please refer to special conditions of contract under section IV of the document)
POST QUALIFICATION	
2.24	<p>The post qualification of the tenders received by the Meru County Microfinance Corporation will be undertaken on the basis of the customer reference checks based on information provided by your firm.</p> <p>(The names, addresses, telephone numbers and contact persons of at least five (5) of your client that Meru County Microfinance Corporation intends to contact to verify the details provided).</p>

## SECTION III - GENERAL CONDITIONS OF CONTRACT

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### **3.1. Definitions**

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

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

### **3.2. Application**

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

### **3.3. Standards**

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

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

- 3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

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

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

### **3.8. Payment**

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

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

### **3.9. Prices**

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

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

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

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

### **3.10. Assignment**

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

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

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

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

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

### **3.12. Termination for Insolvency**

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

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

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

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

### **3.14. Resolution of Disputes**

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

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract



dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17. Force Majeure**

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

### **3.18. Notices**

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

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

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

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

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

## SECTION IV – SPECIAL CONDITIONS OF CONTRACT

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

<b>Reference of General Conditions of Contract</b>	<b>Special conditions of contract</b>
3.6 Performance security	10% of the contract sum
3.7 Delivery of Service	For a period of Two Years, subject to satisfactory performance
3.8 Payment	As per the contract agreement
3.9 Price adjustment	Price adjustments will only be allowed after successful negotiations between the two (2) parties, within acceptable margins and shall be in writing.
3.18 Notices	Managing Director, Meru County Microfinance Corporation, P. O. Box 2564-60200, Meru.

## 4.2 EVALUATION OF TENDERS

The following special conditions will form the evaluation criteria for the bids submitted.

### STAGE 1 – EVALUATION OF THE MANDATORY REQUIREMENTS (PRELIMINARY EVALUATION)

- The firm must meet all the mandatory requirements.

<b>Evaluation requirement</b>
<p><b>a) Mandatory requirements (Conditions) to be met by both the Insurance Company and the broker</b></p> <ol style="list-style-type: none"><li>1. Submission of an <b>ORIGINAL</b> and <b>TWO</b> bound copies of tender documents</li><li>2. Submission of a bid security of 2% of the Tender Price from a reputable Bank in Kenya or from an Insurance Company approved by PPRA valid for 120 days from the date of tender closing date.</li><li>3. Submission of valid Tax Compliance Certificate</li><li>4. Fully fill the attached tender form and price schedule form.</li><li>5. Fully fill attached Confidential Business Questionnaire</li><li>6. Must submit a copy of the current year Certificate of registration from the Insurance Regulatory Authority (IRA).</li><li>7. Must provide a list of at least five (5) clients clearly indicating their names, addresses, telephone numbers, contact person and total premiums.</li><li>8. Bidders shall recommend only one underwriter per policy. Where a bidder provides quotations from more than one underwriter for each policy, the bidder's bid shall be treated as non-responsive;</li></ol>
<p><b>b) Insurance Companies only</b></p> <ol style="list-style-type: none"><li>1) Evidence in form of recommendation letters from major clients and major underwriters. The value of services (policies) managed in each of the last three years.</li><li>2) Experience in provision of services of similar nature and magnitude in each of the last three (3) years. Details of services underway or contractually committed and addresses of clients who may be contacted for further information on those contracts.</li><li>3) Evidence of a Professional Indemnity Guarantee of Kshs.35 million.</li><li>4) Qualifications and experience in insurance matters of at least three (3) key members of staff.</li><li>5) Must have done annual gross premiums in previous year of at least Kshs.50 million.</li><li>6) Must have paid up capital of at least Kshs.10 million.</li><li>7) Must be a member of the Association of Kenya Insurers (AKI) in good standing.(attach</li></ol>

membership certificate).

8) Submit a copy of audited books of accounts for the last three (3) years.

**c) Insurance Brokers only**

1. Bidders shall recommend only one underwriter per policy. Where a bidder provides quotations from more than one underwriter for each policy, the bidder's bid shall be treated as non-responsive;
2. Must indicate the Insurance Company which is to offer the cover.
3. The Insurance Company indicated must meet the requirements of the Insurance Company mentioned under (b).
4. Qualifications and experience in insurance matters of at least three (3) key members of staff.
5. Must have paid up capital of at least Kshs.10 million.
6. Must have done annual gross premiums in previous year of at least Kshs.5 million.
7. Must be a member of Association of Insurance Brokers of Kenya (AIBK) in good standing.(attach a certificate of registration)
8. Submit a copy of audited books of accounts for the last two (2) years.
9. Must have a Professional Indemnity Insurance Cover of Kshs.15 million
10. Must be a current member of the Association of Insurance Brokers (AIB).

**STAGE 2: TECHNICAL EVALUATION (RANKING STAGE)**

- The firm that fulfills all the mandatory requirements will be evaluated and ranked using the following criteria:-

	<b>CRITERIA</b>	<b>Maximum points</b>
1	Specific experience of the Insurance Company/broker in provision of similar services	20
2	Qualifications and competence of at least three (3) key members of staff of the Company/broker	30
3	Demonstrate the Financial and technical capacity to settle the claims:- <ul style="list-style-type: none"> <li>• Financial analysis (profitability, solvency) 20 points</li> <li>• Sales and customer support .... 15 points</li> <li>• Quality Management Systems ... 10 points</li> <li>• Litigation history ... 5 points</li> </ul>	50
	<b>Total scores</b>	<b>100</b>
	<b>Pass mark</b>	<b>70</b>

- **A bid that does not meet the above minimum requirements will be disqualified from further evaluation regardless of the cost of their proposal.**

**NOTE: Tenderers who shall have passed this stage shall be invited to make presentations before Financial Evaluation is undertaken.**

### **STAGE 3: FINANCIAL EVALUATION**

The firm that is technically responsive and whose presentation is approved and has provided the lowest cost will be considered for award.

**SECTION V:**  
**SCHEDULE OF REQUIREMENTS (TECHNICAL REQUIREMENTS) AND**  
**TERMS OF REFERENCE INSURANCE SERVICES**

**1. LOT 1: MEDICAL INSURANCE**

**TERMS OF REFERENCE FOR MEDICAL COVER FOR THE STAFF AND**  
**BOARD OF DIRECTORS FOR THE STAFF OF MERU COUNTY MICROFINANCE**  
**CORPORATION: FOR THE 2016/18 FINANCIAL YEARS.**

**Introduction.**

The Meru County Microfinance Corporation was established under the Microfinance Corporation Act 2014. The mandate of the corporation is to provide microfinance services to small and medium enterprises.

It is now compulsory for all employers to provide adequate medical cover for all its employees in accordance with Employment Act, 2007.

For this reason, the Corporation intends to contract the services of an experienced and reputable Medical Insurance Broker to arrange for medical insurance Cover to its Staff with Experienced and reputable Medical Insurance Company agreeable with the Corporation.

**Objective of the Cover**

The primary objective of the cover is to provide a comprehensive in-patient and out-patient medical Cover for the Board of Directors and staff (their immediate dependants, i.e. spouses and four children upto the age of 19 years) of the Meru County Microfinance Corporation and their dependants.

**Scope**

The provider is expected to provide efficient and effective medical services for Board of directors and members of staff of the Corporation and their (staff) immediate dependants. It should be a service that is easily available and accessible of Directors and members of staff as and when required .The number of the Board of Directors and staff to be covered may change from time to time and all medical Providers may change from time to time and all the Medical Provider will be advised accordingly.



The following should be **NOTED**:

- Total number of Board of Directors anticipated to be covered are (3) which may change from time to time;
- Total number of permanent staff to be covered is approximated to be 17 which may change from time to time.
- Dependants of Corporation permanent staff only that is one spouse and the maximum of four (4) children (dependants) aged between zero years to 19 years.

### **Specific services**

The provider is expected to:

i. **Out-patient medical services:**

- Consultation;
- Surgery;
- Dressing ;
- Maternity;
- Dental;
- Optical;
- Physiotherapy;
- Laboratory tests ;
- Circumcision procedures (for persons not older than 18 years )
- Prescribed ARVS
- Pre-existing conditions ,chronic HIV/AIDS and cancer related conditions;
- Congenital conditions;
- HIV/Counseling ,testing and provision of ant-retroviral drugs;
- Attendance to other opportunistic and terminal diseases such as TB, cancer etc; and
- Any other out-patient services agreed with the Corporation and not mentioned herein above.

**Other Out-Patient Benefits**

- Diagnostic consultation with a general practitioner registered with the Kenya medical practitioners and dentist board
- Diagnostic consultation with a specialist upon referral by a general practitioner.
- Laboratory investigations and x-rays, electrocardiograms, encephalograms, audiograms, radiotherapy or chemotherapy.
- Prescription medicines
- Outpatient procedures e.g. dressing.

ii. **Inpatient Medical Services:**

- General in patient service
- Medical services for pre-existing conditions ,chronic HIV/AIDS and cancer related conditions;
- Medical service for Congenital conditions;
- Circumcision procedure (for persons not older than 18 years )
- Medical services for HIV/AIDS including counseling ,treatment , providing anti-retroviral and other related drugs ;
- Medical services for other terminal diseases and cancerous related illness;
- Provision of drugs to Board members and staff and their (staff) dependants as prescribed by a medical practitioner.

**Other in-patient benefits**

- Accommodation for parent/guardian accompanying a child below 6 years
- Doctor's, Surgeons, and specialist fees.
- Laboratory investigations, x-rays, ultrasound, ECG, MRI scans □ Prescribed drugs, dressings, surgical appliances, and nursing procedures.
- Theatre including surgeon's fees and anesthetists' fees.
- Intensive care (ICU)/High Dependency Unit (HDU)
- Radiotherapy, chemotherapy, physiotherapy
- Gynecological treatment
- Day Care surgery
- Post hospitalization visits/follow-ups after discharge
- **Local road and air** evacuation in case of transfers

iii. **Enhanced medical cover**

iv. **Road air Evacuation**

The details of the covers shall be provided by the service provider and shall form part of the scope envisaged.

v. **Unique salient features (Added Values)**

- Claim reimbursement
- Any expenses for medical examinations done for check-up purposes not arising out of sickness or accident
- Cover outside Kenya On holiday & Business Six weeks
- Qualified and dedicated personnel with ability to address customer queries
- 24 hour emergency/ help line
- Evacuation abroad for treatment not locally available

- Regular utilization reports □ Regular utilization reports
- Credit Facilities available to all the major hospitals across the country
- Health talks

### **Detailed Dental Benefits**

The Dental cover provides for

- Cost of fillings
- Root canal
- X-rays,
- Polishing and Scaling necessitated by a prevailing medical conditions and authorized by a doctor
- Tooth extractions including surgical extraction together with anesthetics fees
- Decay.

### **Detailed Optical Benefits**

- The Optical cover provides for
- Expenses related to eye treatment
- Eye testing
- Treatment arising from injury to the eyes caused solely and directly by accident external and visible means or arising from a disease affecting the eye or optic nerve.
- The supply and fitting of eyeglasses and frames on a prescription only from the Company's approved ophthalmologist.
- The prescribed spectacles will be acquired from an approved optician, Please note that eyeglasses are limited to one pair every two years, unless otherwise proven to be medically necessary

### **Detailed Maternity Cover Benefits**

Maternity cover will cater for;

- Delivery expenses,
- pre-natal care
- Post-natal care and ultrasounds all within the maternity limit.

### **Country wide Net work**

The Health Insurance Provider is expected to have a country wide Network that can enable Board of Directors and staff of Corporation plus their (staff) dependants to access medical services as and when the need arises. Where such facilities registered by the Health Insurance Provider cannot be accessed, the Health Insurance Provider should be able to:

- a) Meet/ reimburse the cost of treatment of Board members, employees and their (staff) dependants and/or
- b) Liaise with the local medical institutions and private doctors to offer the needed service.

Such a scenario may be in cases of emergency and being in a region where the Health Insurance Provider does not have a network. This will ensure that the staff and Board of Directors of Corporation are at all times able to access medical attention in the course of their duties anywhere in the country.

The Corporation will provide the health insurance provider with a list of the areas of operations outside Meru to enable them arrange for appropriate medical facilities for the staff and the Board of Directors of Corporation.

### **Provision of Quarterly Reports**

The Health Insurance Provider is expected to furnish the Corporation with quarterly returns on the utilization of the employees medical entitlements to enable the Corporation inform the staff accordingly.

### **Misuse of the Medical Cover**

The Health Insurance Provider is expected to report to Corporation immediately in case of any misuse of the medical cover by the beneficiaries.

### **Reporting**

The Health Insurance provider shall be responsible to the Managing Director of Corporation through the Human Resources and Administration Officer.

### **Outputs/Deliverables**

The Health Insurance Provider shall be responsible for the following deliverables:

- (i) Conduct a debriefing exercise and submit a report;
- (ii) Furnish the Authority with the package of the Employee Health Insurance Scheme it offers and how it operates, giving full details;
- (iii) Do a presentation of the services that they offer;
- (iv) Send monthly statements to staff to ensure that staff does not overshoot their limits.
- (v) Submit Quarterly reports on the progress of the medical scheme and its utilization by individual staff members; and
- (vi) Educate Corporation staff on medical cover Benefits and the Hospitals to be used. There will be a meet-the –staff lectures 2 times in a year in the 2 branches

- (vii) Inpatient non accidental Dental cover
- (viii) Inpatient non accidental Optical
- (ix) Laser eye treatment/cataract procedure

### **Requirements**

The Health Insurance Provider is expected to:

- Submit to the Corporation a certificate of Registration with the Commissioner of Insurance;
- Submit a certificate of registration as a Health Medical Organization registered with the relevant body in Kenya;
- Submit to the Corporation audited accounts for the last three (3) years;
- Furnish the Corporation with at least five (5) major Reference firms whose employees' medical schemes the Health Insurance Provider is currently managing;
- Have a working experience of at least five (5) years as a Health Insurance Provider; and
- Submit the list of key staff with their curriculum vitae for the purpose of verifying relevant skills and experience.

### **Date of inception/ commencement**

The Health Insurance Provider is expected to start providing the employee medical cover from the date of execution of the contract or as may be agreed.

### **Period of Cover**

The contract period shall be **two (2) years** based on satisfactory performance in the first year as determined by the client from the date of the execution of the contract. The contract may be renewed for another twelve (12) months by mutual agreement between parties or terminated before the expiry date by mutual agreement between parties

## SUMMARY OF THE NUMBER TO BE COVERED AND OTHER DETAILS

Total number to be covered;	<ul style="list-style-type: none"> <li>• <b>3</b> (three) Board Members, <b>16</b> Corporation staff, <b>29</b> dependents of Corporation staff.</li> <li>• Children from Zero years to 19 years for Maximum of four Children One Spouse</li> </ul> <p><b>Estimated Total of No. 48</b></p>
No. Of groups Directors , permanent Staff.	<ul style="list-style-type: none"> <li>• A Directors per Annum</li> <li>• All levels of the management cadre per annum</li> </ul>
<b>Job scale and Limits per job scale</b>	<p><b>Directors – 1 Chairperson</b></p> <ul style="list-style-type: none"> <li>• In patient: KShs 2,000,000</li> <li>• out-patient: KShs-250,000.00; and</li> <li>• Last Expense: KShs 100,000.00;</li> </ul> <p><b>Directors - 2 members</b></p> <ul style="list-style-type: none"> <li>• Kshs 2,000,000 In-patient;</li> <li>• KShs:200,000.00 out-patient;</li> <li>• Last Expense: KShs 100,000.00;</li> </ul> <p><b>Job scale 1 - 1 member plus 1 dependant</b></p> <ul style="list-style-type: none"> <li>• KShs:2,000,000 In-patient;</li> <li>• KShs:200,000.00 out-patient;</li> <li>• Last Expense KShs: 100,000.00.</li> </ul> <p><b>Job scale 2-3 - 2 members plus 3 dependants</b></p> <ul style="list-style-type: none"> <li>• KShs:1,500,000 In-patient;</li> <li>• KShs:150,000.00 out-patient;</li> <li>• Last Expense Kshs: 100,000.00.</li> </ul>

**Job scale 4-6 7members 17 dependents**

- KShs: 1,000,000 In-patient;
- KShs:200,000.00 out-patient;
- Last Expense KShs: 100,000.00.

**Job scale 7-10 -6 members 8 dependents**

- KShs: 500,000 In-patient;
- KShs: 50,000.00 out-patient;
- Last Expense KShs:100,000.00;

What will be covered	As per Terms of Reference
Period of Cover (2years)	Two (2) years which may be renewed or terminated by mutual agreement between parties
Mode of Payment	In three installment lump sum July 2016, Dec 2016, March 2017
Payment for new members	To be made with the next lump sum
Last Expense	<b>KSHS:100,000</b> :payable within 48 hours of confirmation of death of a member of the scheme by the employer
Period of cover	24 months subject to satisfactory work in the first 12 months, accompanied by a report. Which may be renewed or terminated by mutual agreement between parties
What will be covered;	As per Terms of Reference



## **LOT 2: GENERAL INSURANCES**

### **TERMS OF REFERENCE FOR GENERAL & ASSET INSURANCE COVERS FOR MERU COUNTY MICROFINANCE CORPORATION**

#### **1. INTRODUCTION**

Meru County Microfinance Corporation was established under the microfinance Corporation Act, 2014. The mandate of the corporation is to provide microfinance banking services to small and medium enterprises.

The major challenge that faces most organizations in the 21<sup>st</sup> century is the management of comprehensive insurance cover. In this regard, the Corporation intends to contract the services of an experienced Insurance provider to provide it with various general insurance and asset covers.

#### **2. OBJECTIVE OF COVERS**

The primary objective is to provide general and asset insurance covers to cover specified risks as set out in the scope herein.

#### **3. SCOPE**

The provider is expected to provide Fire & Perils, Burglary, Fidelity Guarantee Insurance, Public Liability Insurance, All Risks (office accessories), Computer all risk, Property Terrorism, Riots & Sabotage, and Motor Vehicle Insurance (Private) Covers for the Corporation.

#### **4. SPECIFIC SERVICES**

The provider is expected to;

- a.) Liaise with the human resource department to get the details of all requisite information pertinent in facilitating provision of the said covers
- b.) Keep the details provided confidentially and update them as advised from time to time by Corporation through its authorized representatives. (Any changes shall only be provided by a duly authorized officer of the client)
- c.) The provider is expected to provide Fire & Perils, Burglary, Fidelity Guarantee Insurance, Public Liability Insurance, All Risks (office accessories), Computer all risk, Property Terrorism, Riots & Sabotage, and Motor Vehicle Insurance (Private) Covers for the Corporation.
- d.) The insurance provider is expected to arrange Group Life Cover and appoint a contact person who shall be responsible/managing the said cover.
- e.) Provide appropriate improvement recommendations on the cover
- f.) Such services as may be related or ancillary to the due performance of the above work

## **5. PROVISION OF QUARTERLY CLAIMS UPDATE**

The insurance provider is expected to furnish Corporation with quarterly claim updates in respect of claims arising out of the specific insurance covers.

## **6. REPORTING**

The insurance provider shall be responsible to the Managing Director of the Corporation through the Human Resource and Administration Officer.

## **7. OUTPUT/DELIVERABLES**

The insurance provider shall be responsible for the following deliverables;

- a.) Conducting a debriefing exercise and submit a report
- b.) Furnish Corporation with a policy document within Seven (7) days of signing of the contract.
- c.) Undertake a scope of cover and claims procedure presentation
- d.) Submit quarterly claims update on pending claims.

## **8. DATE OF INCEPTION/COMMENCEMENT**

The insurance provider is expected to start providing the cover on the date of execution of the contract.

## **9. PERIOD OF COVER**

The contract period shall be Twelve (12) months from the date of the execution of the contract. The contract may be renewed for another Twelve (12) months by mutual agreement based on the performance.

## **10. SCOPE OF SERVICES**

The following conditions shall be adhered to;

- a.) Structure and obtain optimum policy covers from the underwriters in accordance with the tender submission
- b.) The cover provided by the underwriter should be as in the tender document and should not be restricted by way of warranties endorsements or special conditions subject to award. If the entire policy document is found to be satisfactory, such document to be deposited with the Corporation not later than fifteen (15) days from the inception of the cover.
- c.) Ensure proper claims administration by full coordinating prudent requirements between Corporation and the selected underwriter
- d.) Provide prompt and satisfactory service on the general management of the insurance cover, policy, correspondence and claim review meetings
- e.) Ensure preparation of monthly claims bordereaux reports, which must be submitted to Corporation by 15<sup>th</sup> of the following month.
- f.) Arrange quarterly meetings to review performance of the policy by 15<sup>th</sup> of the following quarter

- g.) Carry out loss control surveys and make appropriate risk improvement recommendations
- h.) Ensure that the sum insured under the policy will be adjustable accordingly by suitable means at the discretion of Corporation from time to time
- i.) Provide prompt and satisfactory service on the general management of the insurance cover, policy, correspondence and claim review meetings
- j.) Analyze, review and scrutinize the policy document and any endorsements therein prior to forwarding to Corporation
- k.) Negotiate with the qualified underwriter any other pertinent aspects of the policy that may arise during the term of the policy
- l.) Guide the Corporation in preparing all documentation relating to any claim made under the cover.
- m.) Ensure that all claims made by Corporation are settled by the underwriter within the stipulated time.
- n.) Provide appropriate improvement recommendations on the cover
- o.) Such services as may be related or ancillary to the due performance of the above work.

## **11. DETAILS OF COVER**

a.) The policy is to cover corporation against the following risks;

- i.) Fire & Perils
- ii.) Burglary
- iii.) Fidelity Guarantee Insurance
- iv.) Public, Liability Insurance
- v.) All Risks (office accessories)
- vi.) Computer all risk
- vii.) Property Terrorism
- viii.) Riots & Sabotage
- ix.) Motor Vehicle Insurance (Private)

b.) Name exclusion(s) if any

**SCHEDULE OF REQUIREMENTS – GENERAL INSURANCES**

<b>CATEGORY OF INSURANCE IN THE LOT</b>	<b>PARTICULARS OF INSURANCE</b>	<b>RISK TO BE COVERED</b>	<b>DETAILS</b>	<b>SUM ASSURED (KSHS.)</b>
A	Fire and perils	Loss of and/or damage to insured property from all types of fires, lightening, full explosion, earthquakes (Fire, shock and volcanic eruption), bush fire, spontaneous combustion, all types of impact (aerial, land etc) riot, strike, malicious damage, all types of water damage and special perils occasioned by an insured peril	On office equipment, computers and other electronic equipment, furniture, communication equipments, documents and accessories	Maua branch- 1.1 million Meru office at Ntara place- 3.4 million
B	Burglary	Loss or damage to property insured arising from forcible or violent entry and/exit from premises insured		

			computers and other electronic equipment, furniture, communication equipments, store consumables and other accessories located at Corporation offices at the Ntara place, and Maua branch	Kshs 4.5million
C	Fidelity Guarantee Insurance	Indemnity against loss of money and/or stock and/or stores caused by fraud or dishonesty on the insured's employees	17 staff,	Kshs 1million
D	Public liability Insurance	Indemnity against legal liability to third parties in respect of death, bodily injury and/or illness and/or loss of, or damage to property arising out of the operations of the insured or its agents	Liability in general	Kshs. 1 million
E	All risks (office accessories)	Any unforeseen physical loss of or damage to office equipment, computers and other electronic equipment, communication equipments and accessories	Office equipment, computers and other electronic equipment,, communication equipments and accessories at the Corporation offices at Ntara place and Maua branch	Kshs. 4.5 million
F	Computer All risks	Any unforeseen physical loss of or damage to office equipment, computers and other electronic equipment, communication equipments and accessories	Computers and accessories thereof, software programmers and reconstruction of data	Kshs. 1.5 million

G	Property, Terrorism, Riots &	Loss and or damage to property, business interruption arising from	Material damage and business interruption	Kshs.
	Sabotage	sabotage terrorism, mutiny, rebellion, insurrections and coup d'état etc. this include buildings, equipment contents, stock and electronic data loss/damage arising due to riot, strike and civil commotion.		
H	Motor vehicle insurance (Private)	Comprehensive motor insurance	Kindly quote clearly the premium payable in percentage of the sum insured and provide the amount/or percentage which is excess payable in case of claims (if any). Ensure that the premiums quoted tallies with the percentage	List of vehicles to be provided

**MOTOR VEHICLE VALUATION**

<b>NO.</b>	<b>REG NO</b>	<b>MAKE</b>	<b>M/VEHICLE VALUE</b>
1	12CG025A	SUZUKI VITARA	<b>3,600,000.00</b>

**LIST OF COMPUTER AND OTHER OFFICE EQUIPMENTS**

	<b>ITEM</b>	<b>NO</b>	<b>AMOUNT (KSHS.)</b>
1	Desktop Computers	12	1,020,000.00
2	Laptops	4	421,000.00
3	Printers	5	325,900.00
4	UPS	12	69,000.00
5	Water dispenser	4	141,600.00
6	Extension cables	7	7,050.00
7	Paper shredder	1	29,700.00
8	calculators	3	3,000.00
9	Self-inking stamps	13	32,500.00
10	Office tray	12	30,000.00
11	stapler	5	2,250.00
12	Paper punch	6	2,250.00
	<b>Total</b>		<b>2,084,250.00</b>

**LIST OF FURNITURE AND FITTINGS**

NO	DESCRIPTION	NO	AMOUNT
1	Four way work station	2	370,000.00
2	Executive desk	1	165,000.00
3	Executive high back chair	1	58,000.00
4	Semi executive desk	2	158,800.00
5	Office cabinet drawer	5	225000.00
6	Four way work station	2	370,000.00
7	Office chairs	12	460,800.00
8	Low back chairs	2	65,000.00
9	Three way work station	1	150,000.00
10	Chairs with gas lifts and arms	2	70,000.00
11	Office table	1	42,000.00
12	Visitors chairs in fabric	14	128,800.00
13	Coat hangers	3	19500.00
14	Customer care desk	1	22,000.00
15	Lockable books shelf	1	111,500.00
	<b>Total</b>		<b>2,416,400.00</b>



## **.LOT 3: GROUP LIFE INSURANCE COVER**

### **TERMS OF REFERENCE FOR GROUP LIFE ASSURANCE (GLA) SCHEME FOR THE MEMBERS OF STAFF OF MERU COUNTY MICROFINANCE CORPORATION.**

- **INTRODUCTION**

Meru County Microfinance Corporation was established under the microfinance Corporation Act, 2014. The mandate of the corporation is to provide microfinance services to small and medium enterprises.

The major challenge that faces most organizations in the 21st century is the management of comprehensive insurance cover. In this regard, the Corporation intends to contract the services of an experienced Insurance provider to provide it with group life and personal accident insurance covers.

#### **OBJECTIVE OF COVER**

The primary objective is to provide a group life cover for the members of staff of the corporation

#### **SCOPE**

The provider is expected to provide group life cover for the members of staff of the Corporation which should cover, death benefit, critical illness benefit and funeral benefits.

- **SPECIFIC SERVICES**

The provider is expected to;

- g.) Liaise with the human resource department to get the details of all the employees pertaining to their names, categories and earnings
- h.) Keep the details of employees confidentially and update them as advised from time to time by the Corporation through its authorized representatives. (Any changes to the list of staff members shall only be provided by a duly authorized officer of the client)
- i.) The insurance provider is expected to arrange Group Life Cover and appoint a contact person who shall be responsible/managing the said cover.
- j.) Ensure that upon notification of any death by Corporation, the insurance provider promptly coordinates the claim settlement process until the claim is fully settled within 2 (two) weeks
- k.) Provide appropriate improvement recommendations on the cover
- l.) Such services as may be related or ancillary to the due performance of the above work

- **PROVISION OF QUARTERLY CLAIMS UPDATE**

The insurance provider is expected to furnish the Corporation with quarterly claim updates under the cover.

- **REPORTING**

The insurance provider shall be responsible to the Managing Director of the Corporation through the Human Resources and Administration Manager.

- **OUTPUT/DELIVERABLES**

The insurance provider shall be responsible for the following deliverables;

- e.) Conducting a debriefing exercise and submit a report
- f.) Furnish Corporation with a policy document within Seven (7) days of signing of the contract.
- g.) Undertake a scope of cover and claims procedure presentation
- h.) Submit quarterly claims update on injured employees; and
- i.) Give regular endorsements of the added staff and premiums due as and when necessary.

- **DATE OF INCEPTION/COMMENCEMENT**

The insurance provider is expected to start providing the employees with Group life Cover on the date of execution of the contract.

- **PERIOD OF COVER**

The contract period shall be Twelve (12) months from the date of the execution of the contract. The contract may be renewed for another Twelve (12) months following the contract period by mutual agreement subject to the result of the performance evaluation to be undertaken by Corporation at the beginning of the third quarter.(i.e. January of each subsequent year)

- **DETAILS OF COVER**

- c.) The group life cover to cater for member of staff only with the master policy in favour of Corporation.
- d.) The policy is to cover the staff of Corporation for the following;
  - i.) The cover should be quoted in terms of Insurance cover for four (4) times the annual salary
  - ii.) Last expense
  - iii.) The group life cover to cater for Critical Illness
  - iv.) Provision for free cover limit
- e.) The schedule is made up of the following; Current staff and annual salary.
- f.) Name exclusion (s) and riders if any

## **CURRENT STAFF AND ANNUAL SALARY**

Separate advice and details will be sent directly to the tenderer's authorized persons by the Human Resources manager of Corporation. Any further details and updates shall be provided by the Human Resources Manager of the Corporation.

NB! Give a detailed write-up on how the cover is going to be administered.

**.LOT 4: GROUP CREDIT LIFE INSURANCE COVER**

**TERMS OF REFERENCE FOR GROUP CREDIT LIFE ASSURANCE SCHEME FOR THE BORROWERS/ MEMBERS OF MERU COUNTY MIRCOFINANCE CORPORATION.**

**• INTRODUCTION**

Meru County Microfinance Corporation was established under the Microfinance Corporation Act, 2014. The mandate of the corporation is to provide microfinance services to small and medium enterprises.

The corporation has a responsibility of ensuring that proper management of risk involved in credit is taken care of. In this case, the Corporation intends to contract the services of an experienced Insurance provider to provide it with group credit life insurance cover.

**OBJECTIVE OF COVER**

The primary objective is to provide a group credit life cover for the borrowers in the corporation.

**SCOPE**

The provider is expected to provide group credit life cover for the borrowers/ members of the Corporation which should cover outstanding loan, cash benefits and funeral benefit.

SCOPE OF COVER	COUNTY MICROFINANCE LIST OF REQUIREMENTS	UNDERWRITERS PROPOSED PACKAGE	UNDERWRITER PREMIUM RATES
<b>NATURAL AND ACCIDENTAL DEATH OF A PRINCIPAL</b>	Outstanding loan amount and accrued interest		
	Funeral benefit		
<b>Principal's permanent total disability as a result of an accident</b>	Outstanding loan amount and accrued Interest		
	Cash benefit		

<b>Principal's</b> Critical Illness Cover (due to specified diseases) leading to Total Permanent disability.	Outstanding loan amount Interest		
	Cash benefit		
<b>Death</b> (Both Natural and Accidental) of a <b>Pre-identified legal Spouse.</b>			
<b>Death</b> (Both Natural and Accidental) of a <b>pre-identified legal Child (Maximum of 4 children below the age of 18 living &amp; dependent on their parents).</b>			
The product should not exclude deaths caused by HIV/AIDS	No HIV-AIDS exclusion.		
The product should not require any prior medical requirements before commencing.	Covers all members regardless of existing Medical conditions.		
<b>Property Cover:</b> Stocks against fire, natural disasters like earthquake and floods and impact damage	Outstanding Loan amount		
<b>Political violence</b> and terrorism	Outstanding loan amount		
<b>TOTAL PREMIUM</b>			
<b>EXTRA BENEFITS</b>			
<b>Hospitalization cover for the principal member</b>	Underwriter to state the terms of cover		
<b>Profit share arrangement</b>	State share arrangement		
Property Cover: Stocks against Burglary- forceful entry or exit into the business premise	Outstanding Loan amount.		
Claims payment	State duration it takes for payments		

## SECTION VI - STANDARD FORMS

### Notes on the standard Forms

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

**Form of Tender**

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

Name and address of procuring entity \_\_\_\_\_

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 \_\_\_\_\_ 2016

\_\_\_\_\_

[Signature]

[In the capacity of]

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

**PRICE SCHEDULE FORM**

<b>ITEM NO.</b>	<b>DESCRIPTION OF INSURANCE COVER</b>	<b>TOTAL ANNUAL PREMIUM QUOTED IN KES, TAXES AND ALL CHARGES INCLUDED</b>
<b>Lot 1</b>	Medical Insurance	
<b>Lot 2.</b>	Provision of General Insurance Cover. (Total Premiums for all the items in the Lot should be indicated )	
A	Fire & Perils	
B	Burglary	
C	Fidelity Guarantee Insurance	
D	Public Liability Insurance	
E	All Risks (Office Accessories)	
F	Computer All Risk	
G	Property Terrorism, Riots & Sabotage	
H	Motor Vehicle Insurance (Private)	
<b>Lot 3.</b>	Group Life Cover	
<b>Lot 4</b>	Credit life cover	
<b>TOTAL PREMIUM QUOTED IN KES, TAXES AND ALL CHARGES INCLUDED</b>		

**Note: Award will be made on lot by Lot basis**



Tender Number and Name:

To:

Meru County Microfinance Corporation

P.O Box 2564

Meru -60200

KENYA

Dear Sirs and Madams,

Dear Sirs /Madams,

Having read, examined and understood the Tender Document including all Addenda, receipt of which we hereby acknowledge, we, the undersigned Bidder, offer to provide insurance services for the sum of.....(total tender price in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices inserted by me/ us above.

Name of Bidder

---

Name and Capacity of authorized person signing the Tender

---

Signature of authorized person signing the Tender

---

Stamp of Bidder

---

## CONTRACT FORM

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

WHEREAS the Procuring entity invited tenders for the Staff Medical Insurance Cover cover and  
has accepted a tender by the tenderer for the supply of the services in the sum of  
\_\_\_\_\_  
[Contract price in words in figures] (hereinafter called “the Contract Price”).

### **NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer;
- (b) the Schedule of Requirements
- (c) the Details of cover
- (d) the General Conditions of Contract
- (e) the Special Conditions of Contract; and
- (f) the Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_ the \_\_\_\_\_ (for the Procuring entity)

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

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

**Part 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 one time Kshs.....

Name of your bankers ..... Branch .....

**Part 2(a) – Sole Proprietor:**

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

**Party 2(b) – Partnership**

Give details of partners as follows

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

**Part 2(c) – Registered Company:**

Private or public .....

State the nominal and issued capital of the company –

Nominal Kshs... ..

Issued Kshs.....

Give details of all directors as follows

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

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

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

## TENDER SECURITY FORM

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

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of \_\_\_\_\_20 \_\_\_\_\_

THE CONDITIONS of this obligation are:-

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

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

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

**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]*

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

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

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

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

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

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**FORM RB 1**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of

.....dated the...day 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.

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

- 1.
- 2. etc

SIGNED ..... (Applicant)

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

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on

..... day of .....20.....

SIGNED

Board Secretary

**Annexes:**

1. ANNEX 1: Terms of Reference for Medical Insurance
2. ANNEX 2: Terms of Reference for Group Life
3. ANNEX 3: Terms of Reference for Group Personal Accident
4. ANNEX 4: Staff Gross Salaries
5. ANNEX 5: List of Motor Vehicles
6. ANNEX 6: List of Furniture
7. ANNEX 7: List of Computer and other Electronic Equipment