



# TENDER DOCUMENT

FOR

PROVISION OF  
GROUP MEDICAL  
COVER.

**TENDER NO. KWTA/001/2020-  
2021**

**CLOSING 2<sup>ND</sup> March  
2021 at 11:00 AM**

The Ag. Director-General  
Kenya Water Towers Agency (KWTA)  
NHIF Building, 15<sup>th</sup> Floor, Ragati Road,  
P.O. Box 42903 – 00100 GPO  
NAIROBI – KENYA.

TABLE OF CONTENTS		
		Page
SECTION I	INVITATION TO TENDER.....	3
SECTION II	INSTRUCTIONS TO TENDERERS.....	4
	APPENDIX TO INSTITUTIONS TO TENDER .....	14
SECTION III	SCHEDULE OF REQUIREMENTS .....	20
	Terms of Reference .....	21
	Scope of Medical... ..	22
	Membership Details.....	28
	Proposed Cover Limits.....	29
SECTION IV	GENERAL CONDITIONS OF THE CONTRACT .....40	
SECTION V	SPECIAL CONDITIONS OF CONTRACT... .. 44	
SECTION VI	PRICE SCHEDULE FORM... .. 45	
SECTION VI	STANDARD FORMS.....	47

## SECTION I INVITATION TO TENDER.

16<sup>th</sup> February, 2021

### TENDER NO. KWTA/001/2020-2021- PROVISION OF MEDICAL INSURANCE COVER.

The Kenya Water Towers Agency (KWTA) also referred to as Procuring Entity invites sealed tenders from eligible candidates for the Provision of Medical Insurance Cover. The contract will be for a period of two years' subject to annual Satisfactory Performance review.

A Detailed Tender document may be obtained by downloading from the agency's website [www.watertowers.go.ke](http://www.watertowers.go.ke) or from PPIP website [www.tenders.go.ke](http://www.tenders.go.ke). Also interested candidates may also get a hard copy tender document from the KWTA offices at NHIF building, Ragati road, off Ngong Road, 3<sup>rd</sup> floor procurement offices upon payment of non-refundable fee of KSh1,000.

Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for 150 days.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the **tender box** provided at The **NHIF Building, 15<sup>th</sup> Floor, Ragati Road, Nairobi** addressed to:

**The Ag. Director-General  
Kenya Water Towers Agency (KWTA)  
NHIF Building, 15th Floor, Ragati Road,  
P.O. Box 42903 – 00100 GPO  
NAIROBI – KENYA**

To be received on or before **Tuesday 2<sup>nd</sup> March 2021 at 11:00 AM.**

Tenders must be accompanied by a Tender Security of **Kshs. 400,000** in form of a guarantee from a reputable bank or an insurance company approved by PPRA payable to the Ag. Director-General, Kenya Water Towers Agency (KWTA) (Self-insured tender securities are not allowed).

Tender will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at the Kenya Water Towers Agency boardroom, NHIF building 15<sup>th</sup> floor, along Ragati Road, Nairobi in keen observation of the Ministry of Health Covid-19.

**The Ag. Director-General  
KENYA WATER TOWERS AGENCY (KWTA)**

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the 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. Kenya Water Towers Agency (KWTA) employees, board members and their relatives (spouse and children) are not eligible to participate.
- 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 Kenya Water Towers Agency (KWTA) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1. The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Kenya Water Towers Agency (KWTA), will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2. Kenya Water Towers Agency (KWTA) shall allow the tenderer to review the tender document free of charge from the website.

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form
  - ix) Confidential business questionnaire form
  - x) Performance security form

- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and

specifications 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 Documents**

- 2.4.1. A prospective candidate making inquiries of the tender document may notify Kenya Water Towers Agency (KWTA) entity in writing or by post or email at the entity's address indicated in the Invitation for tenders. Kenya Water Towers Agency (KWTA) will respond in writing to any request for clarification of the tender documents, which it receives no later than Five (5) days prior to the deadline for the submission of tenders, prescribed by Kenya Water Towers Agency (KWTA). Written copies of Kenya Water Towers Agency (KWTA) response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”
- 2.4.2. Kenya Water Towers Agency (KWTA) shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender

## **2.5 Amendment of documents**

- 2.5.1. At any time prior to the deadline for submission of tenders, Kenya Water Towers Agency (KWTA), 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, Kenya Water Towers Agency (KWTA) at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

- 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 Kenya Water Towers Agency (KWTA), 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**

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 Clause 2.11 that the tenderer is eligible to Tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

## **2.8 Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices 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 2.22.

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by Kenya Water Towers Agency (KWTA) within 30 days of receiving the request.

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers

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

2.11.1 Pursuant to Clause 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 its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to Kenya Water Towers Agency (KWTA) 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 Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.3 The tender security is required to protect Kenya Water Towers Agency (KWTA) against the risk of Tenderers conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

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

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by Kenya Water Towers Agency (KWTA) as non-responsive, pursuant to paragraph 2.20

2.12.6 Unsuccessful tenderers security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by Kenya Water Towers Agency (KWTA).

2.12.7 The successful tenderers tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.37.

2.12.8 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by Kenya Water Towers Agency (KWTA) on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) To sign the contract in accordance with paragraph 2.26.

**or**

(ii) To furnish performance security in accordance with paragraph 2.27.

(c) If the tenderer rejects, correction of an error in the tender.

## 2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by Kenya Water Towers Agency (KWTA), pursuant to paragraph 2.18. A tender valid for a shorter period shall

be rejected by Kenya Water Towers Agency (KWTA) as nonresponsive.

- 2.13.2 In exceptional circumstances, Kenya Water Towers Agency (KWTA) 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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

#### 2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare one copy of the tender, clearly marked "ORIGINAL TENDER" as appropriate.
- 2.14.2 The original 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 unamended 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 of the tender in an envelope, duly marking the envelope as "ORIGINAL" The envelope shall:
- (a) Be addressed to Kenya Water Towers Agency (KWTA) 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 Tuesday 2<sup>nd</sup> March 2021 at 11:00 AM.**
- 2.15.2 The envelope shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.15.3 If the envelope is not sealed and marked as required by paragraph 2.15.1, Kenya Water Towers Agency (KWTA) 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 Kenya Water Towers Agency (KWTA) at the address specified in the appendix to instructions to tenderers no later than **Tuesday 2<sup>nd</sup> March 2021 at 11:00 AM.**
- 2.16.2 Kenya Water Towers Agency (KWTA) may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of Kenya Water Towers Agency (KWTA) 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 in the tender box shall be received by Kenya Water Towers Agency (KWTA) 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 tender's is received by Kenya Water Towers Agency (KWTA) prior to the deadline prescribed for the 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 cable, but followed by a signed confirmation copy, post marked 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.

2.17.5 Kenya Water Towers Agency (KWTA) may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 Kenya Water Towers Agency (KWTA) 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.

## 2.18 **Opening of Tenders**

2.18.1 Kenya Water Towers Agency (KWTA) will open all tenders in the presence of tenderers' representatives who choose to attend, on **Tuesday 2<sup>nd</sup> March 2021 at 11:00 AM.** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.3 Kenya Water Towers Agency (KWTA) will prepare minutes of the tender opening which will be submitted to the 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 Kenya Water Towers Agency (KWTA) 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 shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence Kenya Water Towers Agency (KWTA) in Kenya Water Towers Agency (KWTA)'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 Kenya Water Towers Agency (KWTA) will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 Kenya Water Towers Agency (KWTA) may waive any minor informality or nonconformity 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 2.22, Kenya Water Towers Agency (KWTA) 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. Kenya Water Towers Agency (KWTA)'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 Kenya Water Towers Agency (KWTA) and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to a single currency**

2.21.1 Where other currencies are used, Kenya Water Towers Agency (KWTA) 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 Kenya Water Towers Agency (KWTA) will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 Kenya Water Towers Agency (KWTA)'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 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

- 2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

***(a) Operational Plan.***

Kenya Water Towers Agency (KWTA) 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 Kenya Water Towers Agency (KWTA)'s required delivery time will be treated as non-responsive and rejected.

***(b) Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a 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. Kenya Water Towers Agency (KWTA) may consider the alternative payment schedule offered by the selected tenderer.

- 2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.22.6 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.
- 2.23. **Contacting Kenya Water Towers Agency (KWTA)**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact Kenya Water Towers Agency (KWTA) 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 Kenya Water Towers Agency (KWTA) in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## 2.24 Award of Contract

### a) Post qualification

2.24.1 In the absence of pre-qualification, Kenya Water Towers Agency (KWTA) will 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's 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 2.1.2, as well as such other information as Kenya Water Towers Agency (KWTA) 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 Kenya Water Towers Agency (KWTA) will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### b) Award Criteria

2.24.4 Subject to paragraph 2.29 Kenya Water Towers Agency (KWTA) 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.

2.24.5 Kenya Water Towers Agency (KWTA) 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 Kenya Water Towers Agency (KWTA)'s action. If Kenya Water Towers Agency (KWTA) determines that none of the tenderers is responsive; Kenya Water Towers Agency (KWTA) shall notify each tenderer who submitted a tender.

2.24.6 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.

## **2.25 Notification of award**

- 2.25.1 Prior to the expiration of the period of tender validity, Kenya Water Towers Agency (KWTA) will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and Kenya Water Towers Agency (KWTA) pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, Kenya Water Towers Agency (KWTA) will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

- 2.26.1 At the same time as Kenya Water Towers Agency (KWTA) notifies the successful tenderer that its tender has been accepted, Kenya Water Towers Agency (KWTA) will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Kenya Water Towers Agency (KWTA).
- 2.26.3 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.

## **2.27 Performance Security**

- 2.27.1 Within thirty (30) days of the receipt of notification of award from Kenya Water Towers Agency (KWTA), the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to Kenya Water Towers Agency (KWTA).
- 2.27.2 Failure of 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 Kenya Water Towers Agency (KWTA) may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

- 2.28.1 Kenya Water Towers Agency (KWTA) 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.
- 2.28.2 Kenya Water Towers Agency (KWTA) 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;

2.28.3 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 TENDERER

The following information for procurement of services shall complement or amend the provisions of 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

### PROVISION OF MEDICAL INSURANCE COVER

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: <b>Insurance Companies Licensed by the Insurance Regulatory Authority and eligible to provide medical insurance cover business in Kenya</b>
2.2.2	Price to be charged for tender documents. <b>The tender document shall be downloaded free of charge from <a href="mailto:info@watertowers.go.ke">info@watertowers.go.ke</a> or <a href="http://treasury.supplier.go.ke">treasury.supplier.go.ke</a></b>
2.10	Particulars of other currencies allowed. <b>None</b>
2.12.2	Particulars of tender security if applicable. <b>Kshs. 400,000 valid for 150 days after date of tender opening.</b>
2.12.4	Form of Tender Security: <b>The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by PPRA. Self-guaranteed tender security not allowed.</b>
2.13	Validity of Tenders: <b>Tenders Shall remain valid for 150 days after date of tender opening.</b>
2.16.3	Bulky tenders which do not Fit in the tender box shall be delivered to the Procurement  Department 3 <sup>rd</sup> Floor NHIF Building Nairobi.
2.24.3	Post Qualification: Kenya Water Towers Agency (KWTA) may carry out post qualification to determine whether the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
2.4	Clarifications sought should be addressed to <a href="mailto:info@watertowers.go.ke">info@watertowers.go.ke</a> and KWTA shall upload any clarification on its website <a href="http://www.watertoers.go.ke">www.watertoers.go.ke</a>
2.20.1	<b>PRELIMINARY EVALUATION CRITERIA</b>  Tenderers are required to meet the following <b>MANDATORY REQUIREMENTS</b> which will be used during Preliminary Examination to determine responsiveness  <b>The tenderer shall either be responsive or non-responsive. Those that are responsive shall proceed to the next Technical Evaluation Stage</b>

	1. The underwriter or the proposed underwriter must be registered to provide medical insurance cover with the Insurance Regulatory Authority	Evidence to be availed is valid certificate
	2. submit two copies of the bid document named ('ORIGINAL' and 'COPY')	submit two copies
	3. Submit copy of Certificate of Registration/Incorporation from the Registrar of Companies for the underwriter.	Evidence to be availed is the certificate
	4. Copy of Business Permit	Current and Valid Business Permit
	5. Bid document to be serialized/paginated on all pages	serialized/paginated on all pages
	6. Submit Valid Tax Compliance Certificate from Kenya Revenue Authority for the Underwriter.	Evidence to be availed is a valid certificate
	7. Must submit completed Confidential Business Questionnaire form for the underwriter or the proposed underwriter	Evidence to be availed is a duly filled Confidential Business Questionnaire.
	9. The underwriter must submit membership certificate for year 2021 from the Association of Kenya Insurers (AKI).	Evidence to be availed is a valid certificate
	10. The underwriter must submit valid authorized to transact insurance business as Insurers for the year 2021	Evidence to be availed is the valid license.
	11. Must attach CR12 form from the Registrar of Companies (Generated not more than 6 months from the day of closure of this tender)	Attach copy
	12. Power of attorney on the authorized signatory	Evidence to be availed is the signed power of attorney document.
	13. Must Fill the Price Schedule in the format provided in the tender document.	Evidence to be availed is a duly filled form
	14. Must Fill the Form of Tender in the format provided in the tender document	Evidence to be availed is a duly filled form
	15. Must submit a duly filled up Confidential Business Questionnaire in format provided in the tender document.	Evidence to be availed is a duly filled form
	16. Must Submit a Tender Security of Kshs. 400,000 valid for 150 days after date of tender opening	Evidence to be availed is a valid tender security



	17. Provide a list of all the exclusions under in- patient and out-patient. If the Scheme does not have any exclusions please confirm the same in writing. If the list or the confirmation is missing then the bidder will be considered as having been non-responsive to this requirement and therefore disqualified.	Evidence list/Confirmation	
	18. Three letters of recommendation based on contracts that you have serviced in the last three years.		
	<b>Tenderers must fill each item by indicating as appropriate in column A or B (complied or Not Complied to each item of the table below (Nos 14- 22)).</b>		
		<b>A</b>	<b>B</b>
		<b>COMPLIED</b>	<b>NOT COMPLIED</b>
	19. Medical Cover must be for both In-patient and Out-patient as one package under one underwriter and no co-sharing.		
	20. Conditions to be covered must include Chronic, Congenital, Pre-existing, HIV/AIDS, Ambulance and air evacuation, Maternity, Dental and Optical in both In- patient and Out-patient and psychiatric treatment, pandemics including Covid-19.		
	21. Must provide Biometric Identification Systems at no additional premium.		
	22. Evidence of underwriter branded Medical Smart cards		
	23. Evidence of underwriter using Medical Online Insurance Management System that can generate member statements and monthly reports		
	24. Allow direct access to the providers not through owned clinics		
	25. Cancellation notice will be 60 days		
	26. The bidder will submit only one bid per underwriter		
<b>Eligible tenderers must provide all the above mandatory requirements (preliminary evaluation) to proceed to technical evaluation. Non submission of any of the documents will lead to disqualification from the tender process</b>			
<b>TECHNICAL EVALUATION CRITERIA (Total Points 100)</b>			
		<b>Total Marks</b>	<b>Marks Earned</b>

1.	Submit letters/contract confirming at least Two credit facilities in each of the following counties engaged within the last one calendar year: Nairobi County <u>(1 mark)</u> Nyeri County <u>(1 mark)</u> Mombasa County <u>(1 mark)</u> Kisumu County <u>(1 mark)</u> Narok County <u>(1 mark)</u> Eldoret County <u>(1 mark)</u> Kitale County <u>(1 mark)</u> Marsabit County <u>(1 mark)</u> Kitui County <u>(1 mark)</u>	8	
2.	Provide a country wide list of approved health providers where you have credit facilities (Kenya Water Towers Agency (KWTA) reserves the right to confirm directly with these providers the existence of credit facilities). The list must include providers in Nairobi, Nyeri, Mombasa, Kisumu, Narok, Eldoret, Kitale, Kitui and Marsabit counties.	9 1- 15 Counties-3 mark 16-30 Counties-6 Marks 30 Counties- 9 Marks	
3.	Underwriter to Provide Audited Annual Financial statements for 2019 and 2020.	2	
4.	Underwriter Gross Premiums in the year 2020 of not less than Kshs. 600 Million excluding Motor Insurance premiums.	3	
5.	Underwriter to provide a list of three current largest corporate clients on medical cover for year 2020 and for which each client must have paid a premium of Kshs 20 Million (Kenya Water Towers Agency (KWTA) reserves the right to confirm directly with these firms)	5 (one mark for each)	
6.	Provide written statement to confirm that you will facilitate health talks at least once every quarter.	1	
7.	Provide written statement to confirm that the cover includes medical checkups at least once annually.	1	
8.	Evidence of operating as a licensed Medical Insurance Provider for the last 5 years (attach annual licenses from IRA)	5 (One Mark for Each Certificate)	
9.	Quality of Service provision, handling of underwriting and claims services as per our schedule of requirements.	2	
10.	Evidence of Value Addition Services.	3	
11.	Provide Curriculum Vitae (CV) for the top six (6 No.) staff showing qualification and years of experience accompanied by certified copies of certificates of registration	6	

	as members of respective professional bodies  a. Team Leader - Should have AIK/ACII and ten (10) years' insurance experience. Attach proof. (2 Marks of the CV) b. Principal Officer - Should have AIK/ACII and ten (10) years' insurance experience. Attach proof. (1 Marks of the CV) c. Technical Staff - Three (3) technical staff with qualification in Actuarial science and have five (5) years' insurance experience each. Attach proof. (1 Marks of each CV)		
12.	Written statement confirm that cover will allow cash claims for areas not covered by provider network, where the attending doctor is not in the panel and instances where a patient has a long history with a particular doctor/facility.		2
13.	Must have net paid claims in medical line of business of K.sh 500 million each year in the last 3 Three years i.e. 2020, 2019 & 2018.		6 (2 Marks per proof attached)
14.	Annual Sub-limit on in-patient Chronic conditions.	Minimum is the limits provided in schedule of requirements form.	6 Not within/not provided for all options zero marks
15.	Annual Sub-limit on in-patient psychiatric conditions.	Minimum is the limits provided in schedule of requirements form.	5 Not within/not provided for all options zero marks
16.	Annual sub-limit on inpatient congenital conditions/birth defects.	Minimum is the limits provided in schedule of requirements form.	5 Not within/not provided for all options zero marks
17.	Annual Sub-limit on Dental conditions.	Minimum is the limits provided in schedule of requirements form.	5 Not within/not provided for all options zero marks
18.	Annual Sub-limit on optical conditions.	Minimum is the limits provided in schedule of requirements form.	5 Not within/not provided for all options zero marks
19.	Commitment to Employee Assistance Program (EAP)	Minimum is the limits provided in schedule of requirements form.	5 Not within/not provided for all options zero marks
20.	Annual sub-limit on Immunization	Minimum is the limits provided in schedule of requirements form.	5 Not within/not provided for all

	for KEPI immunizations and all immunizations recommended by WHO and baby friendly ones		options zero marks	
21.	Maternity Cover within in-patient	Minimum is the limits provided in schedule of requirements form.	5 Not within/not provided for all options zero marks	
22.	Any other Sub-limits please indicate		5	
	<ul style="list-style-type: none"> <li>• There shall be no changes on sub-limits to the disadvantage of the Authority</li> <li>• The sub-limit on outpatient dental and optical to be combined.</li> <li>• For any other sub-limits on a condition not mentioned above the evaluation committee shall consider and award marks after comparing proposals from all the bidders who proceeded to technical evaluation stage.</li> </ul>			
	<ul style="list-style-type: none"> <li>• Cover limits will not take into account any historical benefit.</li> <li>• Kenya Water Towers Agency (KWTA) will make payments for the premiums directly to the successful underwriter.</li> <li>• To be eligible for the Financial Evaluation, a bidder must score Seventy percent (75%) at the Technical Evaluation Stage.</li> <li>• Kenya Water Towers Agency (KWTA) may carry out due diligence before award of the tender</li> </ul>			

**FINANCIAL EVALUATION**

Bidders who attain 75% and over in the Technical Evaluation and whose financial proposal is the lowest shall be awarded the tender to provide the medical insurance Cover.

### SECTION III SCHEDULE OF REQUIREMENTS

The Kenya Water Towers Agency (KWTA) provides medical cover through insurance as part of benefits package.

Summary of relevant information under the current cover are as per table below

ITEM	PARTICULARS
<b>INSURED</b>	KENYA WATER TOWERS AGENCY P O BOX 42903-00100 NAIROBI, KENYA <a href="http://WWW.KWTA.GO.KE">WWW.KWTA.GO.KE</a> <a href="mailto:procurement@kwta.go.ke">procurement@kwta.go.ke</a>
<b>CLASS OF INSURANCE</b>	Medical Insurance Cover
<b>PERIOD</b>	24 <sup>th</sup> April 2021 – 23 <sup>rd</sup> April, 2022 Renewable once
<b>COVER</b>	As tabulated below
<b>Scheme Size</b>	The proposed KWTA Group Medical scheme will cover Board Members, employees and their dependents totaling to <b>373</b> as indicated in this tender document.
<b>Eligibility</b>	<ol style="list-style-type: none"> <li>1. Employees: Principal member and spouse 18 to 65 years Dependents include spouse, own children, legally adopted and foster children aged from birth to 18 years. Children over the age of 18 but below 25 years will be covered under their families with proof of schooling.</li> <li>2. Board Members Principal member only up to 70 years.</li> </ol>
<b>Provider Management</b>	<p>Scheme to provide a countrywide network of service providers, to meet the need of proposed scheme members. To include Overseas referral for treatments not available locally.</p> <p>Proposed Scheme must allow for direct access to all the providers on the list without requiring members to first be attended at clinics managed by the underwriter or companies that are directly related to the underwriter.</p>
<b>Inpatient Benefits</b>	<p>The scheme will provide a comprehensive In-patient cover benefit which shall cater for illnesses requiring hospitalization and will be fully enhanced with pre-existing illnesses, chronic illnesses, chronic and HIV/aids conditions and will also cater for the following services:</p> <ul style="list-style-type: none"> <li>• Administration of Hospital Admission process within the inpatient limits</li> <li>• Major and minor Operations</li> <li>• Doctors' fees - (physician, surgeon &amp; anesthetist)</li> <li>• HDU, ICU and Theatre charges</li> <li>• Drugs/Medicines, dressings and internal surgical appliances</li> </ul>

	<ul style="list-style-type: none"> <li>• Medical Appliances (Hearing Aids, Glucometer, Glucometer stripes Insulin delivery devices, Urine Catheters &amp; Accessories e.t.c.)</li> <li>• Radiology X-ray, ultrasound, ECG and computerized Tomography, MRI scans, Radiotherapy and chemotherapy</li> <li>• Pathology (laboratory) fees</li> <li>• Post Hospitalization</li> <li>• Access to medical specialists while admitted.</li> <li>• Inpatient physiotherapy</li> <li>• Chronic Illness coverage</li> <li>• Covid-19 pandemic</li> <li>• Gynecological treatment.</li> <li>• Oncology, organ transplant, renal and peritoneal dialysis treatment</li> <li>• In patient Ophthalmic and dental cover</li> <li>• Accommodation for adults whose children of below 16 years of age or invalids admitted in Hospital Day care, day surgery Admission (includes dental, optical, gynecological as well as all other services).</li> <li>• Mental and other related illnesses.</li> <li>• Treatment for alcoholism and drug addictions (employee only and acquired during employment term)</li> <li>• Inpatient Psychiatric Treatment and Counseling Services</li> <li>• Palliative care</li> <li>• Provision of Maternity benefits including Caesarian section.</li> <li>• Optical expenses arising from disease or accidents.</li> <li>• Treatment of Elective surgery i.e. pre-arranged</li> <li>• HIV/AIDS cover (conventional, accepted, recognized treatment).</li> <li>• Cancer cover</li> <li>• Cost of medical circumcision</li> <li>• Congenital conditions</li> <li>• Prematurity/neo natal conditions</li> <li>• Pre-existing conditions</li> <li>• One comprehensive medical checkup per insured per year</li> <li>• External appliances (wheelchair, crutches, back braces and orthopedic beds)</li> <li>• Inpatient non-accidental dental and ophthalmology with inpatients limit</li> <li>• Overseas treatment of up to the maximum limit of inpatient cover</li> <li>• Economy class ticket for patient (member &amp; dependent) and 1 (one) caregiver for overseas treatment</li> <li>• Any other service not included above but may be mutually agreed upon from time to time.</li> <li>• Opt in for exclusions/ enhancement arrangements (negotiated rates for staff</li> </ul>
<b>Limits</b>	<b>As Provided in the benefit matrix.</b>
<b>Bed Limit</b>	En-suite private room for CAT-1 & CAT-2 and a standard private room or up to 18,000 per day for the rest of the staff within their inpatient limits.

<b>Emergency Rescue / Evacuation:</b>	Scheme members to be covered for emergency air and road evacuation within East Africa
<b>Pre-Existing, Chronic Conditions and Related Conditions &amp; HIV/AIDS</b>	Covered to the limit of <b>full inpatient per family</b> per annum.
<b>Psychiatric &amp; Psychological wellness</b>	Covered to the limit of <b>full inpatient per family</b> per annum.
<b>Post Hospitalization</b>	Rehabilitation and post hospitalization to be catered for up to <b>Kshs.50,000</b> within the first 4 weeks of discharge.
<b>Congenital Conditions &amp; Neo-Natal Expenses</b>	Covered to the limit of <b>full inpatient per family</b> per annum. This benefit shall also cater for neonatal illnesses that occur after birth but before discharge from hospital if maternity benefit is purchased.
<b>Employee Assistance Program (EAP):</b>	Psycho-Social Support Programs for employees. Services will include: 24hr psychosocial tele-counselling, on site counsellor in some special instances or referral for face to face counselling by specialist counsellors for chemical dependency, stress, post-traumatic Counselling, Relationship difficulties, Anxiety and Depression, Parenting, Legal or Financial distress etc,
<b>Funeral cover/last expense</b>	Principal member at Kshs. 100,000/- and dependent at Kshs. 50,000.00/-
<b>Maternity</b>	First Emergency Caesarian Section to be covered up to a <b>full inpatient per family</b> per annum.  Any other maternity related case including normal delivery, subsequent Caesarian Section, elective Caesarian Section and pregnancy and confinement related complications shall be covered up to limit given in the benefit per family per annum.

<p><b>Dental Cover and Optical Cover</b></p>	<p>Dental and Optical cover to be offered to the limit of 100,000 per family.</p> <p>This benefit will cater for routine outpatient dental procedures, which include but not limited to:</p> <ul style="list-style-type: none"> <li>• Extraction</li> <li>• Root canal,</li> <li>• Fillings,</li> <li>• Braces</li> <li>• Scaling necessitated by a medical condition and prescribed by our appointed dentist.</li> <li>• Expenses related to eye treatment, which include but not limited to: Correction of refractive errors and cost of glasses and frames.</li> <li>• Antiglare and photo chromatic lenses are covered if the lenses are medicinal / corrective.</li> </ul>
<p><b>Outpatient Cover Scope</b></p>	<p><b>The outpatient scheme shall cater for all routine outpatient services including;</b></p> <ul style="list-style-type: none"> <li>• Routine outpatient treatment including consultations (GPs and Specialists, laboratory and radiology services)</li> <li>• Routine medical check ups</li> <li>• Preventive vaccinations</li> <li>• Allergy test as prescribed by a medical doctor</li> <li>• Physiotherapy treatment</li> <li>• Immunizations and KEPI &amp; Baby Friendly vaccinations including KEPI, Baby Friendly vaccines and private vaccines</li> <li>• Psychiatric treatment</li> <li>• Counseling Services</li> <li>• Specialist opinion on referral basis</li> <li>• Medical Appliances (Hearing Aids, Glucometer, Glucometer stripes Insulin delivery devices, Urine Catheters &amp; Accessories e.t.c.)</li> <li>• Diagnostic Laboratory and Radiology services,</li> <li>• Prescribed physiotherapy.</li> <li>• Prescribed drugs and dressings.</li> <li>• Chronic, Pre-existing conditions &amp; HIV/AIDS including cost of ARVs covered up to the full out-patient cover limit per family per annum.</li> <li>• <b>Covid -19 pandemic</b></li> <li>• Ambulance Services.</li> <li>• Routine antenatal &amp; post-natal care(Max 1 U/S exam)</li> <li>• <b>Annual Check-ups:</b> once per year, for specific conditions including Pap smear, PSA test and Mammogram for the principle member &amp; spouse only.</li> <li>• Health Education (Wellness Programmes) on quarterly basis.</li> <li>• Any other service not included above but may be mutually agreed upon from time to time.</li> </ul>



<b>Reimbursement</b>	Reimbursement of 100% of reasonable and customary charges
<b>Scheme Reports</b>	The Bidder shall be required to provide to KWTA Monthly/Quarterly/Annual Reports on the global utilization of services including expenditure reports for Inpatient and Outpatient claims as well as any other reports that may be required by Kenya Water Towers Agency (KWTA) from time to time. Quarterly Expenditure Statement Reports in Soft copy on each individual Employee
<b>Extensive Clauses</b>	<ul style="list-style-type: none"> <li>• Riot, strike and civil commotion</li> <li>• Travel to and from work, social, sporting activities including use of motor vehicles.</li> <li>• Arbitration</li> <li>• Waiting period waiver</li> <li>• Accommodation for parent/guardian accompanying a child below 12 years.</li> </ul>
<b>Employee/Beneficiary Data Management</b>	The Bidder shall be expected to liaise with KWTA on matters regarding Employee Data updates. The Bidder shall therefore be required to provide a procedure for the maintenance of Employee/Beneficiary records using.
<b>Member/Employee Identification</b>	The Bidder shall be expected to define a clear procedure of Identification of Employees and their Beneficiaries.
<b>Administration of the Scheme</b>	The firm shall ensure that services are provided to employees and their beneficiaries with as little paper work and inconvenience as possible. The Bidder shall be required to clearly state the procedures (in-patient and out-patient) to be followed by the employee(s) and beneficiary (ies) in the provision of medical services, stating clearly the responsibilities of the parties involved. The bidder shall provide KWTA with statements on their medical Accounts.
<b>Additional notes</b>	<ol style="list-style-type: none"> <li><i>1. Bidders free to offer the options of Insurance and fund managed schemes</i></li> <li><i>2. Where a figure on sub-limit for the items above is not given, it is assumed that the limit is the overall cover limit. No changes on sub-limits that are to the disadvantage of KWTA can be introduced after the award.</i></li> <li><i>3. For any other sub-limits on a condition not mentioned above the evaluation committee shall consider and award points after</i></li> </ol>

	<p><i>comparing proposals from all the bidders who proceeded to technical evaluation stage</i></p> <p><i>4. Bidders shall be required to clearly state the procedures (in-patient and out-patient) to be followed by the employee(s) and beneficiary (ies) in the provision of medical services, stating clearly the responsibilities of the parties involved.</i></p>
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**Additional notes**

- a. Structuring and obtaining optimum policy cover from the Insurance Service Provider in accordance with the tender submitted;
- b. Arrange the immediate placement of our risk with the Insurance Service Provider and undertake a periodic technical rating of such Insurance Provider, and Kenya Water Towers Agency accordingly;
- c. Provide prompt and satisfactory service on the general management of the insurance cover, correspondence and claim review meetings;
- d. Analyze, review, and scrutinize the Policy Document and any Endorsements there-in prior to forwarding to Kenya Water Towers Agency
- e. If the entire policy document is found to be satisfactory, such document to be deposited with the CEO not later than fifteen (15) days of inception of cover;
- f. Ensure preparation of monthly claims bordereaux which must be submitted to Kenya Water Towers Agency by the 5th of the following month:
- g. Arrange quarterly meetings to review performance of the policy by 15th of the following quarter;
- h. Negotiate with the qualified Medical Insurance Provider any other pertinent aspects of the policy that may arise during the term of the policy;
  - a. Provide appropriate insurance policy improvement recommendations;
  - b. Such other services as may be related or ancillary to the due performance of the above work

## 1. Tables

### a. Schedule 1- Benefits matrix

The following schedule will indicate the number of persons to be covered in the proposed cover and their limits;

CATEGORY	DESCRIPTION	NUMBER	OUTPATIENT LIMIT	INPATIENT LIMIT	DENTAL	OPTICAL	MATERNITY
CAT-1	BOARD MEMBERS	M+0=6  <i>Total =6</i>	100,000	2,000,000			
CAT-2	KWT 1 & 2	M+0-1 M+1-0 M+2-1 M+3-1 M+4-0 M+5-2  <i>Total =20</i>	350,000	5,000,000	50,000	50,000	300,000
CAT-3	KWT 3-4	M+0-2 M+1-0 M+2-3 M+3-5 M+4-8 M+5-4  <i>Total =102</i>	250,000	4,000,000	50,000	50,000	300,000
CAT-4	KWT 5	M+0-2 M+1-2 M+2-5 M+3-4 M+4-3 M+5-1  <i>Total =58</i>	200,000	3,500,000	50,000	50,000	300,000
CAT-5	KWT 6	M+0-12 M+1-7	200,000	3,000,000	50,000	50,000	300,000

		M+2- 5 M+3- 5 M+4- 3 M+5-1  <i>Total</i> <i>=82</i>					
CAT-6	KWT 7-8	M+0- 3 M+1- 6 M+2- 5 M+3- 6 M+4- 3 M+5- 4  <i>Total</i> <i>=93</i>	150,00 0	2,000,00 0	50,00 0	50,000	300,000
CAT-7	SHORT CONTRAC TS	M+2- 1 M+3- 1 M+4- 1  <i>Total</i> <i>=12</i>	150,00 0	2,000,00 0	50,00 0	50,000	300,000
Grand Total							

Insured Persons: 113 members of staff including their dependents totaling to 373 insured persons as tabulated above.

The proposed cover to cater for addition and removal of members.

**b. Schedule II-Compliance matrix**

Bidders are required to complete the matrix below (Schedule II) which shall be part of the evaluation criteria in;

No.	Terms of reference	Bidder response: Complied/ Not complied
1.	<b>BED LIMIT</b> En-suite private room for CAT-1 & CAT-2 and a standard private room or up to 18,000 per day for the rest of the staff within their inpatient limits.	
2.	<b>IN-PATIENT COVER</b> In-patient benefits clearly outlined and distinguished with due regard to the benefit matrix and scope of cover.	
3.	<b>OUT-PATIENT COVER</b> Out-patient benefits clearly outlined and distinguished with due regard to the benefit matrix and scope of cover.	
4.	<b>DENTAL COVER</b> Dental cover benefits clearly outlined and distinguished with due regard to the benefit matrix and scope of cover.	
5.	<b>OPTICAL COVER</b> Optical Cover benefits clearly outlined and distinguished with due regard to the benefit matrix and scope of cover.	
6.	<b>MATERNITY COVER</b> Maternity Benefit to be stand-alone cover. Maternity is to be covered for AT-LEAST Three Hundred Thousand Kenya shilling (Kshs 300,000) for delivery services only (normal and subsequent caesarian sections including elective and emergency).  Pre-natal and post-natal care and any other pregnancy related care to be covered within the in-patient/out-patient as applicable.	
7.	No waiting period. The scheme takes effect as from 24 <sup>th</sup> April, 2021. New members to be put on cover immediately on introduction.	
8.	All chronic illnesses, congenital defects, all pre-existing conditions and HIV-Aids related illnesses to be covered within full inpatient and outpatient covers.	

	<b>Does the proposed cover meet the full inpatient cover as provided for in the benefits matrix and scope of cover</b>	
9.	Last expense to be provided as per the benefits matrix	
10.	Children vaccines/Immunizations including baby friendly and private vaccines to be covered in full within the out-patient cover.	
11.	Medically prescribed supplements to be covered in full within the inpatient and out-patient cover limits	
12.	Gynecological conditions (Pap smear and prostate checkups) including hormonal imbalance and menopausal conditions to be covered within the inpatient and outpatient covers limits.	
13.	Provide a list of all the exclusions under in-patient and out-patient. If the Scheme does not have any exclusions please confirm the same in writing.  If either the list or the confirmation is missing then the bidder will be considered as having been non-responsive to this requirement and therefore disqualified.	
14.	To provide proof of wide network of medical services covering hospitals, doctors/specialists, pharmacists etc. Financial soundness, integrity and quality of service delivery are important issues of concern. Attach list of service providers.	
15.	Bidders to include a draft comprehensive Service Level Agreement (SLA) and a draft policy document.	
16.	Medical Appliances (Hearing Aids, Glucometer, Glucometer stripes Insulin delivery devices, Urine Catheters & Accessories e.t.c.) to be covered within inpatient and out-patient cover.	
17.	Movement aids such limps and other walking aid to be covered.	
18.	All therapy including occupation therapy to be covered in inpatient and outpatient covers.	

**c. Schedule III-Medical Services Providers**

Bidders are required to complete the matrix below (Schedule III) which shall be part of the evaluation criteria in (Service Distribution Network and Facilities within Kenya.

Further Bidders are also required to support the statistics in the schedule III above with a list of the service providers indicating the names, specialty and county location as an annex:

	<b>Location in Kenya (47 -County)</b>	<b><u>No. of Hospitals</u></b>	<b><u>No. of Chemists</u></b>	<b><u>No. of General Practitioners</u></b>	<b><u>No. of Specialist</u></b>	<b><u>No of Labs and X- Ray</u></b>
1	Baringo					
2	Bomet					
3	Bungoma					
4	Busia					
5	Elgeyo Marakwet					
6	Embu					
7	Garissa					
8	Homa Bay					
9	Isiolo					
10	Kajiado					
11	Kakamega					
12	Kericho					
13	Kiambu					
14	Kilifi					
15	Kirinyaga					
16	Kisii					
17	Narok					
18	Nyamira					
19	Nyandarua					
20	Nyeri					

21	Samburu					
22	Siaya					
23	Taita Taveta					
24	Tana River					
25	Tharaka-Nithi					
26	Trans Nzoia					
27	Turkana					
28	Uasin Gishu					
29	Vihiga					
30	Wajir					
31	West Pokot					
32	Kisumu					
33	Kitui					
34	Kwale					
35	Laikipia					
36	Lamu					
37	Machakos					
38	Makueni					
39	Mandera					
40	Marsabit					
41	Meru					
42	Migori					
43	Mombasa					
44	Murang'a					
45	Nairobi					
46	Nakuru					
47	Nandi					



## SECTION IV GENERAL CONDITIONS OF CONTRACT

### 4.1 Definition

s

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 contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### 4.2 Application

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

### 4.3 Standards

- 4.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### 4.4 Patent Right's

The tenderer 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.

### 4.5 Performance Security

- 4.5.1 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 Special Conditions of Contract.
- 4.5.2 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.

4.5.3 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.

4.5.4 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 tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

#### **4.6 Inspections and Tests**

4.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

4.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

4.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

4.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

#### **4.7 Payment**

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

#### **4.8 Prices**

4.8.1 Prices charged 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 by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

#### **4.9 Assignment**

4.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

#### **4.10 Termination for Default**

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

- a) if the tenderer 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 tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

4.10.2 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 undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

#### **4.11 Termination of insolvency**

The procuring entity may at the anytime 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 produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

#### **4.12 Termination for convenience**

4.12.1 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 entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

#### **4.13 Resolution of disputes**

4.13.1 The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

4.13.2 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.

#### **4.14 Governing Language**

4.14.1 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.

**4.15 Force Majeure**

4.15.1 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.

**4.16 Applicable Law.**

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

**4.17 Notices**

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 E-mail and confirmed in writing to the other party's address specified in the SCC

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

**SECTION V - SPECIAL CONDITIONS OF CONTRACT**

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

General conditions of contract reference	Special conditions of contract
2.7	Specify performance security if applicable: <b>5% of Contract Sum</b>
	Specify method Payments. <b>Payments to be made on annually up front before commencement of cover</b>
	Specify price adjustments allowed. <b>None</b>
	Specify resolution of disputes. <b>Disputes to be settled as per the Arbitration Laws of Kenya</b>
	Specify applicable law. <b>Laws of Kenya</b>
	<b>Client:</b>  The Ag. Director-General Kenya Water Towers Agency (KWTA) NHIF Building, 15th Floor, Ragati Road, P.O. Box 42903 – 00100 GPO NAIROBI – KENYA
Other's as necessary	Complete as necessary

## SECTION VI PRICE SCHEDULE FORM

Rates Per Family Inclusive Outpatient, Inpatient, Last Expense and Maternity (These Are The Rates To Be Used To Load Any Additional Premium For Additional Members During The Contract Period).

YEAR 1

CATEGORY	DESCRIPTION	NUMBER	ANNUAL PREMIUM RATES PER FAMILY INCLUSIVE OUTPATIENT, INPATIENT LAST EXPENSE AND MATERNITY
CAT-1	BOARD MEMBERS	M+0= 6  <i>Total =6</i>	
CAT-2	KWT 1 & 2	M+0- 1 M+1- 0 M+2- 1 M+3- 1 M+4- 0 M+5- 2  <i>Total =20</i>	
CAT-3	KWT 3-4	M+0- 2 M+1- 0 M+2- 3 M+3- 5 M+4- 8 M+5- 4  <i>Total =102</i>	
CAT-4	KWT 5	M+0- 2 M+1- 2 M+2- 5 M+3- 4 M+4- 3 M+5- 1  <i>Total =58</i>	
CAT-5	KWT 6	M+0- 12 M+1- 7 M+2- 5 M+3- 5 M+4- 3 M+5-1  <i>Total =82</i>	
CAT-6	KWT 7-8	M+0- 3	

		M+1- 6 M+2- 5 M+3- 6 M+4- 3 M+5- 4  <i>Total =93</i>	
CAT-7	SHORT CONTRACTS	M+2- 1 M+3- 1 M+4- 1  <i>Total =12</i>	
Grand Total			

**TOTAL TENDER SUM FOR THE YEAR (BASED ON CURRENT MEMBERSHIP).**

ITEM NO.	DESCRIPTION OF INSURANCE COVER PERIOD	TOTAL ANNUAL PREMIUM IN KSH INCLUSIVE OF LEVIES AND TAXES (KSH)
1	Year 1	
	<b>TOTAL (This shall be the tender sum to be filled in the form of tender.</b>	

Sign

Date

Stamp

## SECTION VII - 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. **Format of Tender Security Instrument** - When required by the tender document the tenderer shall provide the tender security in the form included hereinafter.
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. **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.
6. **self-declaration** that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015.
7. **self-declaration** that the person/tenderer will not engage in any corrupt or fraudulent practice.



**FORM OF TENDER**

Date\_\_

To :The Ag. Director-General  
 Kenya Water Towers Agency (KWTA)  
 NHIF Building, 15th Floor, Ragati Road,  
 P.O. Box 42903 – 00100 GPO  
 NAIROBI – KENYA

Sir:

- Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Provide Medical Insurance Cover** in conformity with the said Tender documents 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.

ITEM NO.	DESCRIPTION OF INSURANCE COVER PERIOD	TOTAL ANNUAL PREMIUM IN KSH INCLUSIVE OF LEVIES AND TAXES (KSH)
1	Year 1	
	<b>TOTAL</b>	

- We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.
- We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- We are not participating, as Tenderers, in more than one Tender in this Tendering process.
- Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.
- Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- We understand that you are not bound to accept the lowest or any tender you may receive.
- We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

*(Name)*

\_\_\_\_\_ *[Signature]* *[in the capacity of]*

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

## 2. FORMAT OF TENDER SECURITY INSTRUMENT

Whereas ..... [*Name of the tenderer*] (Hereinafter called “the tenderer”) has submitted its tender dated ..... [*Date of submission of tender*] for the ..... [*Name and/or description of the tender*] (Hereinafter called “the Tender”)

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

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

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
  - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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 two conditions, specifying the occurred condition or conditions.

This 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 Guarantor not later than the said date.

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Signature of the Guarantor]

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Seal]

### 3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises .....</p> <p>Plot No, .....Street/Road.....</p> <p>Postal address ..... Tel No. ....</p> <p>Fax ..... Email.....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
--

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details .....</p>																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p>Date.....Signature of Candidate.....</p>																				

#### 4 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 tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz ..... [brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and

figures] NOW THIS AGREEMENT WITNESSETH 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 Technical Specifications;
  - (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 materials and spares 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 materials and spares 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 \_\_\_\_\_.

5. PERFORMANCE SECURITY FORM

To: .....

[Name of the 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 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 the 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 or sums 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 or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

*(Amend accordingly if provided by Insurance Company)*

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

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of  
..... (insert name of the Company) who is a Bidder in respect of **Tender No.**  
..... for  
.....(insert tender title/description)  
for..... (insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

**7. SELF DECLARATION THAT THE PERSON/TENDERER HAS GOT NO CONFLICT OF INTEREST.**

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of  
..... (insert name of the  
company ) who is a Bidder in respect of Tender No.  
.....  
for..... (insert tender  
title/description) for.....  
(insert name of the Procuring entity) and duly authorized and competent to make  
this statement.
2. THAT the aforesaid Bidder, its servants and/or agents/subcontractors are not guilty  
of any violation of fair employment law practices. .
3. THAT the aforesaid Bidder, its servants and/or agents/subcontractors has not been  
declared bankrupt, insolvent or under receivership.
4. THAT the aforesaid Bidder, its servants and/or agents/subcontractors has No person  
related to the firm has any spouse or children working at KVB.
5. THAT what is deposed to herein above is true to the best of my knowledge  
information and belief.

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

**8. SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of **Tender No.** ..... for ..... (insert tender title/description) for ..... (insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrupt practice with other bidders participating in the subject tender

5. THAT what is deposed to herein above is true to the best of my knowledge information and belief.

.....  
.....  
(Title)

.....  
.....  
(Signature)

.....  
.....  
(Date)

Bidder's Official Stamp