

***PROVISION OF INSURANCE SERVICES FOR STAFF MEDICAL COVER: TENDER
NO. KEWI/TEN/003/2017-2018***



**KENYA WATER INSTITUTE
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INVITATION TO BID FOR:

PROVISION OF INSURANCE SERVICES FOR STAFF MEDICAL COVER

TENDER NO: KEWI/TEN/003/2017-2018

NOTICE DATE: 27th March 2018.

CLOSING TIME & DATE: Tuesday, 10th April, 2018, 11.00 a.m

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SECTION A. INVITATION TO TENDER

Date: 27th March, 2018

Tender No. KEWI/TEN/003/2017-2018

Tender name: Provision of Insurance Services for Staff Medical Cover.

TO

- 1.1 The Kenya Water Institute invites sealed tenders from eligible candidates for **Provision of Insurance Services for Staff Medical Cover**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement Office, **Kenya Water Institute, P.O. Box 60013-00200, Nairobi along Ole Shapara Avenue in South ‘C’** during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **Ksh 1,000** in cash Or Bankers cheque payable to Director, Kenya Water Institute. Otherwise, Bidders may download for free the tender documents from the Institutes’ website, www.kewi.or.ke .Bidders who choose to download the documents **MUST** register with the Procurement Office or notify us using the email procurement@kewi.or.ke and info@kewi.or.ke giving the following details: Name of tender, Name of the firm, address, telephone Number (s) and email before the closing date for records and any further tender clarifications and addenda.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender (and for duration of the contact after award).
- 1.5 Tenders must be accompanied by a security. The tender security shall be in the amount of two percent (2%) of the tender price and shall be provided in the form and amount specified in the tender document, and must be delivered to **The Director, Kenya Water Institute, P. O. Box 60013-00200, Nairobi** or be deposited in the tender box situated at the Library block on or before **10th April, 2018 AT 11.00 am.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend on **10th April, 2018 AT 11 a.m** in the Conference Room located within the Institute.
- 1.7 The Kenya Water Institute reserves the right to accept or reject any tender in part or in whole.

Director
KENYA WATER INSTITUTE

SECTION B. INSTRUCTIONS TO TENDERERS

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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 The Kenya Water Institute'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. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **Ksh 1,000** in cash Or Bankers cheque payable to Director, Kenya Water Institute. Otherwise, Bidders may download for free the tender documents from the Institutes' website, www.kewi.or.ke . Bidders who choose to download the documents MUST register with the Procurement Office or notify us using the email procurement@kewi.or.ke info@kewi.or.ke giving the following details: Name of tender, Name of the firm, address, telephone Number (s) and email before the closing date for records and any further tender clarifications and addenda.

The Kenya Water Institute shall allow the tenderer to review the tender document free of charge before purchase.

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 6 of these instructions to tenders:

- A. Invitation to Tender
- B. Instructions to Tenderers
- C. Confidential Business Questionnaire
- D. General Conditions of Contract
- E. Special Conditions of Contract
- F. Schedule of Requirements
- G. Description of Services
- H. Standard Forms

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 in 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 the Kenya Water Institute in writing or by post, fax or email at the address indicated in the Invitation for tenders form. The Kenya Water Institute will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Kenya Water Institute. Written copies of the Kenya Water Institute 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 The Kenya Water Institute shall reply to any clarifications sought by the tenderer within 5 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, the Kenya Water Institute, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer may modify the tender documents by issuing an addendum.

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

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Kenya Water Institute, 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 the Kenya Water Institute, 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 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. 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 **25%** of the original contract price.

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 the Kenya Water Institute'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 specified in the Invitation to tender (**two percent (2%) of the tender price**).

2.12.2 The tender security is required to protect the Kenya Water Institute against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a **Kenya Shillings** and shall from a **reputable bank or Insurance Company (underwriter)**.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Kenya Water Institute as non responsive, pursuant to paragraph 2.20.

2.12.5 **Unsuccessful tenderer's 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 the Kenya Water Institute.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the Kenya Water Institute; 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 after date of tender opening prescribed by the Kenya Water Institute, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Kenya Water Institute as non-responsive.

2.13.2 In exceptional circumstances, the Kenya Water Institute 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 **two copies** of the tender, clearly marking each **“ORIGINAL TENDER”** and **“COPY OF TENDER,”** as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and Tender Form shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract.

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 a copy of the tender in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and **“COPY.”** The envelopes shall then be sealed in an outer envelope.

The inner and outer envelopes shall:

(a) be addressed to the Kenya Water Institute 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 10TH APRIL, 2018 AT 11.00 NOON.”**

2.15.2 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”.

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Kenya Water Institute 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 Kenya Water Institute at the address specified under paragraph 2.15.1 not later than **10th APRIL, 2018 AT 11.00 a.m.**

2.16.2 The Kenya Water Institute may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.7, in which

case all rights and obligations of the Kenya Water Institute 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 at the **Director's Office, located within the Administration Block** of the Kenya Water Institute.

2.17 Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender submission, provided that written notice of the modification, including substitution or withdrawal of the tender is received by the Kenya Water Institute 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, postmarked no 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 2.12.7.

2.17.5 The Kenya Water Institute may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The Kenya Water Institute 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 The Kenya Water Institute will open all tenders in the presence of tenderers' representatives who choose to attend, on **10th APRIL, 2018 AT 11.00 a.m and in the location specified in the Invitation to Tender.** The tenderers' representatives who are present shall sign a register as evidence of 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 Kenya Water Institute, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Kenya Water Institute 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 the Kenya Water Institute 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 the Kenya Water Institute in the Kenya Water Institute'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 Kenya Water Institute 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 The Kenya Water Institute 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, the Kenya Water Institute 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 Kenya Water Institute'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 Kenya Water Institute 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, the Kenya Water Institute 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 Kenya Water Institute 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 The Kenya Water Institute'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 Schedule of Requirements:

- (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 2.22.3 the following evaluation methods will be applied:

(a) Operational Plan.

The Kenya Water Institute requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements.

(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. The Kenya Water Institute may consider the alternative payment schedule offered by the selected tenderer.

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

2.22.6 To qualify for contract award, the tenderer shall have the following:-

- i. Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- ii. Legal capacity to enter into a contract for procurement.
- iii. 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.
- iv. Shall not be debarred from participating in public procurement.

2.23 Contacting the Kenya Water Institute

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

2.23.3 Award of Contract

a) Post qualification

2.23.4 In the absence of pre-qualification, the Kenya Water Institute 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.

2.23.5 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, as well as such other information as the Kenya Water Institute deems necessary and appropriate.

2.23.6 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 Kenya Water Institute 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 2.25 the Kenya Water Institute will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to score the **highest marks** after combining the technical score and the financial score using the formula provided in the tender document.

2.24.5 The Kenya Water Institute 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 Kenya Water Institute's action.

2.24.6 If the Kenya Water Institute determines that none of the tenderers is responsive, the Kenya Water Institute shall notify each tenderer who submitted a tender.

2.24.7 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.

c) Procuring entity's Right to Vary quantities

2.24.8 The Kenya Water Institute reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

d) Kenya Water Institute Right to Accept or Reject Any or All Tenders

2.24.9 The Kenya Water Institute 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.

2.25 Notification of Award

2.25.1 Prior to the expiration of the period of tender validity, the Kenya Water Institute 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 the Kenya Water Institute 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 furnishing the performance security pursuant to paragraph 2.27, the Kenya Water Institute 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 the Kenya Water Institute notifies the successful tenderer that its tender has been accepted, the Kenya Water Institute 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 the Kenya Water Institute.

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.

2.27.1 Within thirty (30) days of the receipt of notification of award from the Kenya Water Institute, 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 the Kenya Water Institute.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Kenya Water Institute may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The Kenya Water Institute requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts.
- 2.28.2 A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.3 The Kenya Water Institute 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.
- 2.28.4 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya

SECTION B: INSTRUCTION TO TENDERS

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers-Insurance Underwriters
2.2.2	Price to be charged for tender documents is Kshs. 1,000.00 for hard copies obtained at Procurement Office NB: Documents downloaded from website. www.kewi.or.ke will be free of charge.
2.10	Particulars of other currencies allowed. Kshs or otherwise specified in Appendix to Instructions to Tenderers.
2.11	Particulars of eligibility and qualifications documents of evidence required. Please see Mandatory requirements.
2.12.3	Particulars of tender security if applicable: 2% of the contract sum from a reputable bank or insurance co. (underwriter) valid for thirty (30) days after the expiry of the tender validity period.
2.13.	Validity of Tenders: 120 days after date of Tender Opening.
2.14.1	Copies of Tender Documents to be Submitted: An original and one (1) copy

2.15	<p>Address of Receiving Tenders: Completed Tender Documents should be deposited in the tender box provided at The Kenya Water Institute Library Block, South C Ole Shapara Avenue , Nairobi or be addressed to:</p> <p>The Director , Kenya Water Institute, P. O. Box 60013 - 00200 NAIROBI</p>
2.16.3	<p>Bulky tenders: - which will not fit in the tender box shall be delivered to the Directors Office at the Institutes Administration block.</p>

STAGE ONE (MANDATORY REQUIREMENTS)

The conditions below will be evaluated on “Yes” or “No” basis. Bids which do not meet any of the above requirements, shall be rejected and shall not be considered further evaluation.

2.23.3	Evaluation and comparison of Tenders: The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents	YES/NO
No.	MANDATORY REQUIREMENTS for interested bidders	
1.	Must submit a copy of certificate of “Registration/Incorporation”	
2.	Must submit a copy of valid “Tax Compliance certificate”	
3.	Must submit a copy of valid “Current Business License”.	
4.	Must submit a copy of PIN Certificate	
5.	Be registered with the Insurance Regulatory Authority (IRA) – attach copy of valid Certificate of Registration.	
6.	Must be a member of the Association of Kenya Insurance (AKI) – attach copy of valid Certificate of Registration.	
7.	Must attach valid tender security of two percent (2%) of the contract sum from a reputable bank or Insurance company(underwriter)	
8.	Dully filled, signed “Confidential Business Questionnaire Form” in prescribed format	
9.	Completed, signed “Form of Tender” in prescribed format	
10.	Must submit evidence of a medical Re-insurance arrangement	
11.	Financial Competence:- i. Paid up Capital Kshs.500 Million	

	ii. Turnover Kshs.300 Million p.a. iii. Gross premium of Kshs. 400 Million iv. Audited Accounts for the last three (3) years - 2017,2016 & 2015	
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- **All bidders must meet the mandatory requirements to qualify for Technical Evaluation.**

STAGE TWO (TECHNICAL EVALUATION)

	TECHNICAL EVALUATION CRITERIA	MAXIMUM SCORE
1.	A List of ten (10) corporate clients for the last 2 years with the following:- <ul style="list-style-type: none"> i. At least five(5) recommendation letters indicating amount of Medical premiums covered (with addresses, contact persons and telephone Nos ii. At least five(5) award of medical cover contract letters from corporate clients 	40
2.	A Full list of all medical providers (hospitals, clinics, Doctors, Pharmacies etc) with their geographical locations. NB: Evaluation criteria will be based on the general geographical coverage of the insured.	22
3.	Must submit a Company profile with details of qualification, competence and experience of at least Four (4) key Managerial Staff indicating their positions in the Organization(Attach current Curricula Vitae)	5
4.	List additional benefits if any. Additional benefits to the cover will be rated appropriately).	3
	TOTAL SCORE	70

NB: Scores Earned will be marked out of seventy (70) and converted to 100%

The bidders who will attain 70% and above will be considered for the next level of evaluation (financial evaluation)

**(iii) STAGE THREE (FINANCIAL EVALUATION)
RECOMMENDATIONS (S) FOR AWARD**

This shall involve financial (Premium) Comparison and checking for arithmetic errors if any.

The formulae for determining the Financial Score (FS) shall be:

FS = 100 X FM/F where FS is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (TS) and financial (FS) scores using the weights (T=the weight given to the Technical Proposal: p = the weight given to the Financial Proposal; (T + p = 1)

The combined technical and financial score, S, is calculated as follows:-

$$S = TS \times T \% + FS \times P \%$$

The bidder attaining the highest combined technical and financial score will be awarded the tender subject to negotiations and post qualification.

Weighting

T=0.80

P=0.20

SECTION D: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

“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.

“The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

“The Procuring entity” means the organization purchasing the services under this Contract.

“The Tenderer” means the individual or firm supplying the services under this Contract.

3.2 Application

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

3.2.2 The origin of Goods and Services is distinct from the nationality of the tenderer

3.3 Standards

3.3.1 The services supplied under this Contract shall conform to the standards mentioned in the Schedule of Requirements.

3.4 Patent Rights

3.4.1 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 goods/ services or any part thereof in the Procuring entity’s country.

3.5 Performance Security

3.5.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

- 3.5.2 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.
- 3.5.3 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.5.4 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 obligations under the Contract, including any warranty obligations, under the Contract.

3.6 Delivery and Documents

- 3.6.1 Delivery of the services shall be made by the tenderer in accordance with the terms specified by Kenya Water Institute in its Schedule of Requirements and the Special Conditions of Contract.

3.7 Payment

- 3.7.1 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 Kenya Water Institute 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.

3.8 Assignment

- 3.8.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Kenya Water Institute prior written consent.

3.9 Termination for default

- 3.9.1 Kenya Water Institute may, without prejudice to any other remedy for Breach of Contract, by written notice terminate this Contract in whole or in part:

- i. if the tenderer fails to deliver services within the periods specified in the Contract, or within any extension thereof granted by Kenya Water Institute

- ii. if the tenderer fails to perform any other obligation(s) under the Contract; and
- iii. If the tenderer, in the judgment of Kenya Water Institute has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.9.2 In the event Kenya Water Institute terminates the Contract in whole or in part, it may procure services upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Kenya Water Institute for any excess costs for such similar services.

3.10 Termination for Insolvency

3.10.1 Kenya Water Institute may at any time terminate the contract by giving a 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.

3.11 Termination for Convenience

3.11.1 Kenya Water Institute 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 Kenya Water Institute convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.11.2 For the remaining part of the contract after termination, Kenya Water Institute may elect to cancel the services and pay the contractor an agreed amount for partially completed services.

3.12 Resolution of Disputes

3.12.1 Kenya Water Institute and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract.

3.13 Language and Law

3.13.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated in the SCC.

3.14 Force Majeure

3.19.1 The tenderer 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.

SECTION E: SPECIAL CONDITIONS OF CONTRACT

Special conditions of contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1. The contract will run for **one year** from the date it is signed. However, Kenya Water Institute **may renew the same for another one year** on condition that the tenderer has provided **satisfactory services as per terms of the Contract**.
2. The insurance will cover all KEWI members of staff at the **Institute's main campus in South C, the Industrial Area branch, Kitui Campus, Chiakariga campus and Kisumu Campus**.
3. The Institute shall enter into a contract with the successful bidder, who will be required to submit a **performance security** valued at **5%** of the total contract price. Performance security shall be in the form of a bank guarantee from a reputable bank.
4. The prices quoted shall remain valid for the entire contract period and if varied the variation shall not exceed 25% of the original tender price.
5. The premiums quoted may vary on a pro-rata basis depending on the changes in the population and annual earnings.

SECTION F: DESCRIPTION OF SERVICES

1. INTRODUCTION AND BACKGROUND

Kenya Water Institute (KEWI) was created by an Act of Parliament, the KEWI Act (No. 11 of 2001). Its mandate is to provide directly or in collaboration with other institutions of higher learning services in human resource development, consultancy, research and development, training programmes, seminars and workshops in the water sector on a commercial basis and to conduct examinations and award diplomas, certificates and other awards to successful candidates.

2. SCOPE OF SERVICES

The Institute is seeking for a suitably qualified/reputable medical insurance underwriter to provide efficient and effective medical Insurance cover to its staff at its main campus, Industrial Area branch, and Chiakariga, Kitui and Kisumu campuses as follows:-

The Medical will cover the Principal member, spouse and four Children (M+5) inclusive of legally adopted children age 0- 23 years and up to 25 years for children attending courses in Institutions.

The provider should consider that, KEWI Employees dependants do not necessarily stay with their dependants, some may be residing in rural homes and that KEWI staff members frequently travel out of the country on official duties.

3. REQUIRED SERVICES

- 3.1 In-patient
- 3.2 Out-patient insurance cover; and

3.1 IN-PATIENT

The inpatient scheme deals with illness or accidents that will lead to:-

- a) Admission to hospital
- b) Treatment while in hospital and
- c) Discharge from hospital and the cost of treatment thereof.

3.2 OUT PATIENT SCHEME

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

Additional Information

3.2.1.1 Particulars of cover

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

One must also provide:-

Full details of what the cover provides

- a) Eligible expenses included in the in-patient cover
- b) Full details of what the cover excludes
- c) Dependants' eligibility (Children 0-23 or up to 25 years if in training Institution)

3.2.1.2 Network Coverage

The bidder should provide the following information:-

- a) Full details of network coverage extensiveness, service Providers (e.g Hospitals & Doctors and their spread across the country where Insurance Company is represented considering that KEWI Staff frequently travel within the country on Official duties and dependants do not necessarily stay with the employees and may be residing up country.
- b) Full details of the medical cover outside Kenya considering that Staff frequently travels out of the country on official duties.
- c) Full details of exclusions that are applicable to (a) and (b)

3.2.1.3 Preparation of your proposal

Give detailed report on how the service provider intends to address the following issues/procedures:-

- a) Admission of members into the cover
- b) Admission of members with pre-existing conditions into the cover
- c) Admission of members with HIV/AIDs related cases to the cover
- d) Procedure to be followed for overseas service provision under the cover
- e) Procedure to be followed to procure last expense (if any in your package)

CLASS OF INSURANCE COVER:-

Cover for in- patient and out Patient medical expenses, including provision of funeral expenses where the Principal member dies in office.

EFFECTIVE DATE:-

The effective date of the cover will be immediately after signing of the contract for a period of one year, renewable on provision of satisfactory services on sole discretion of KEWI.

INSURED PERSONS:-

169 members

BENEFITS:-

Cover limits for the three categories I,II & III for In-patient, Outpatient, Last Expenses, Optical, Dental and Maternity will be as outlined in the table below:-

	NO. OF EMPLOYEES	INPATIENT Per family (Kshs)	OUTPATIENT Per family (Kshs)	LAST EXPENSE Per person per family(Kshs)
CATEGORY I (KW 1 – 4)	20	500,000.00	300,000.00	80,000.00
CATEGORY II (KW 5 – 8)	50	300,000.00	100,000.00	80,000.00
CATEGORY III (KW 9 – 12)	99	200,000.00	70,000.00	80,000.00

Cont.

	EMPLOYEES	DENTAL (Per family) (Kshs)	OPTICAL (Per family) (Kshs)	MATERNITY (Caesarian In-Patient) (Kshs)
CATEGORY I (KW 1 – 4)	20	50,000.00	50,000.00	180,000.00
CATEGORY II (KW 5 – 8)	50	40,000.00	40,000.00	150,000.00
CATEGORY III (KW 9 – 12)	99	30,000.00	30,000.00	120,000.00

POPULATION:-

The scheme will cover the Principal member, spouse and four Children (M+5) inclusive of legally adopted children age 0- 23 years and up to 25 years for children attending courses in Institutions.

COMPLIANCE WITH SCOPE OF SERVICES

- a) The insurance to recommend only one agent.
- b) Prices indicated on the price schedule shall be the total cost of the services quoted including premium deductible and all applicable taxes.
- c) The underwriter shall complete the appropriate price schedule indicating the policies quoted for the premium including applicable taxes, duties and levies.

SCHEDULE OF REQUIREMENTS:-

CATEGORY I (KW 1 – 4)

In- patient coverage

- i. Accident, illness and injuries hospitalization up to a limit of **Kshs. 500,000.00** per family per year.
- ii. Local rescue and evacuation including airlifting and ambulance services
- iii. Chronic and pre-existing conditions including cancer, diabetes, blood sugars and HIV.
- iv. Organic transplants
- v. Maternity cover (normal delivery), **Kshs. 100,000.00**
- vi. Caesarian procedure up to **Kshs. 180,000.00 per family** (within in –patient).
- vii. International Travel insurance for 60 days in a year for principal member of the scheme.
- viii. Funeral benefits of **Kshs. 80,000.00** per each member of the scheme.
- ix. Full hospitalization costs, surgery within the cover limit of **Kshs. 500,000.00** per family
- x. General practitioners consultation while admitted in hospital and a minimum of three (3) post hospitalization consultations.
- xi. Congenital defects/genetic disorders for children under 7 years of age , Neonatal complications for new born baby at birth where the parents are already covered up to **Kshs. 100,000.00**
- xii. Day care surgery for minor surgical treatment that may not necessary require admission
- xiii. Circumcision of a child.

Out - patient coverage

The service to be catered for should include:

- i. Out-patient cover at a total of **kshs. 300,000.00** Per family per year.
- ii. Chronic and pre-existing conditions including cancer, diabetes, blood sugars and HIV.
- iii. General practitioners consultations.
- iv. Prescribed drugs, and Post-natal care.
- v. MRI and CT scans.
- vi. Pre-natal and post-natal care.
- vii. Radiology, chemotherapy and radiotherapy.
- viii. Oncology tests, drugs and consultations.
- ix. X-ray, laboratory services and other diagnostic services.
- x. Physiotherapy by a registered physiotherapist when referred by a medical practitioner, consultant or specialist.
- xi. Prescribed referrals to specialist.
- xii. Comprehensive one annual medical checkup for members.
- xiii. KEPI and baby friendly vaccines
- xiv. Gynecological treatment
- xv. Pap smears covered for female employee/spouse once a year

- xvi. Mammogram check up once a year and prostate surface antigen (PSA) test for male employees/spouse once a year

Special clauses required.

- i. Apart from the doctors in the panels provided by the hospitals, the cover should allow members to consult doctors/specialist of their choice.
- ii. Covers optometrist consultation and eye examinations, spectacles, frames and contact lenses up to a limit of **kshs. 50,000.00**
- iii. Caesarian procedures up to **Kshs.180, 000.00** per family (within in –patient).
- iv. Dental cover including consultations, fillings, extractions, root canal procedures, scaling and polishing, medically necessary surgery and the fitting of braces up to a limit of **(Kshs. 50,000.00 per family)**.
- v. HIV/AIDS- treatment of opportunistic conditions including- Anti retroviral therapy.
- vi. No waiting period.
- vii. Pre-existing condition cover.
- viii. Cover for Congenital Conditions and defects.
- ix. Letter undertaking to provide travel insurance for principal member whenever traveling abroad.

CATEGORY II (KW 5 – 8)

In-patient coverage

- i. Accident, illness and injuries hospitalization up to a limit of **Kshs. 300,000.00** per family per year.
- ii. Local rescue and evacuation including airlifting and ambulance services.
- iii. Chronic and pre-existing conditions including cancer, diabetes, blood sugars and HIV.
- iv. Organ transplants.
- v. Maternity cover(normal delivery), **Kshs. 80,000.00**
- vi. Caesarian procedures up to **Kshs.150, 000.00** per family.
- vii. Travel insurance for 45 days in a year for principal member of the scheme.
- viii. Funeral benefits of **Kshs. 80,000** per each member of the scheme.
- ix. Full hospitalization costs, surgery within the cover limit of **Kshs. 300,000.00** per family.
- x. General practitioners consultations while admitted in hospital and a minimum of three (3) post hospitalization consultations.
- xi. Congenital defects/genetic disorders for children under 7 years of age , Neonatal complications for new born baby at birth where the parents are already covered up to **Kshs. 100,000.00**
- xii. Day care surgery for minor surgical treatment that may not necessary require admission
- xiii. Circumcision

Outpatient coverage

The service to be catered for should include

- i. Out-patient cover **Kshs.100, 000.00** per family per year.
- ii. Chronic and pre-existing conditions including cancer, diabetes, blood sugars and HIV.
- iii. General practitioners consultations.
- iv. Prescribed drugs, dressings and procedures.
- v. Outpatient surgery.
- vi. MRI and CT scans.
- vii. Pre-natal and post-natal care.
- viii. Radiology, chemotherapy and radiotherapy.
- ix. Oncology tests, drugs and consultations.
- x. X-ray, laboratory services and other diagnostic services.
- xi. Physiotherapy by a registered physiotherapist when referred by a medical practitioner, Consultant or specialist.
- xii. Prescribed referrals to specialists.
- xiii. Comprehensive voluntary one year annual medical checkups for members.
- xiv. KEPI and baby friendly vaccines
- xv. Gynecological treatment
- xvi. Pap smears covered for female employee/spouse once a year
- xvii. Mammogram check up once a year and prostate surface antigen(PSA) test for male employees/spouse once a year

Special clauses required.

- i. Apart from the doctors in the panels provided by the hospitals, the cover should allow members to consult doctors/specialist of their choice.
- ii. Covers optometrist consultation and eye examinations, spectacles, frames and contact lenses up to a limit of **kshs. 40,000.00**
- iii. Caesarian procedures up to **Kshs.150, 000.00** per family ((within in –patient).
- iv. Dental cover including consultations, fillings, extractions, root canal procedures, scaling and polishing, medically necessary surgery and the fitting of braces up to a limit of **Kshs. 40,000.00** per family.
- v. HIV/AIDS- treatment of opportunistic conditions including-Anti retroviral therapy.
- vi. No waiting period.
- vii. Pre-existing condition cover.
- viii. Cover for Congenital Conditions and defects.
- ix. Letter undertaking to provide travel insurance for principal member whenever traveling abroad.

CATEGORY III (KW 9 – 12)

In-patient coverage

- i. Accident, illness and injuries hospitalization up to a limit of **Kshs. 200,000.00** per family per year
- ii. Local rescue and evacuation including airlifting and ambulance services.
- iii. Chronic and pre-existing conditions including cancer, diabetes, blood sugars and HIV.
- iv. Organ transplants.
- v. Maternity cover (normal delivery), **Kshs. 60,000.00**
- vi. Caesarian procedures up to **Kshs.120, 000.00** per family.
- vii. Travel insurance for 45 days in a year for principal member of the scheme.
- viii. Funeral benefits of **Kshs. 80,000.00** per each member of the scheme.
- ix. Full hospitalization costs, surgery within the cover limit of **Kshs. 200,000.00** per family.
- x. General practitioners consultations while admitted in hospital and a minimum of three (3) post hospitalization consultations.
- xi. Congenital defects/genetic disorders for children under 7 years of age , Neonatal complications for new born baby at birth where the parents are already covered up to Kshs. 100,000
- xii. Day care surgery for minor surgical treatment that may not necessary require admission
- xiii. Circumcision

Outpatient coverage

The service to be catered for should include

- i. Out-patient covers **Kshs. 70,000.00** per family per year.
- ii. Chronic and pre-existing conditions including cancer, diabetes, blood sugars and HIV.
- iii. General practitioners consultations.
- iv. Prescribed drugs, dressings and procedures.
- v. Outpatient surgery.
- vi. MRI and CT scans.
- vii. Pre-natal and post-natal care.
- viii. Radiology, chemotherapy and radiotherapy.
- ix. Oncology tests, drugs and consultations.
- x. X-ray, laboratory services and other diagnostic services.
- xi. Physiotherapy by a registered physiotherapist when referred by a medical practitioner, Consultant or specialist.
- xii. Prescribed referrals to specialists.

- xiii. KEPI and baby friendly vaccines
- xiv. Comprehensive voluntary one year annual medical checkups for members.
- xv. Gynecological treatment
- xvi. Pap smears covered for female employee/spouse once a year
- xvii. Mammogram check up once a year and prostate surface antigen(PSA) test for male employees/spouse once a year

Special clauses required.

- i. Apart from the doctors in the panels provided by the hospitals, the cover should allow members to consultation doctors/specialist of their choice.
- ii. Covers optometrist consultation and eye examinations, spectacles, frames and contact lenses up to a limit of **kshs. 30,000.00**
- iii. Caesarian procedures up to **Kshs.120, 000.00** per family (within in –patient).
- iv. Dental cover including consultations, fillings, extractions, root canal procedures, scaling and polishing, medically necessary surgery and the fitting of braces up to a limit of **Kshs. 30,000.00** per family.
- v. HIV/AIDS- treatment of opportunistic conditions including-Anti retroviral therapy.
- vi. No waiting period.
- vii. Pre-existing condition cover.
- viii. Cover for Congenital Conditions and defects.
- ix. Letter undertaking to provide travel insurance for principal member whenever traveling abroad.

NB: Bidders are expected to address each of the above as enumerated

SECTION G: SCHEDULE OF REQUIREMENTS - PRICE SCHEDULE

STAFF MEDICAL INSURANCE COVER

a) IN-PATIENT COVER

Bidders are required to fill details of the premiums charged based on the cover limits as indicated below for all categories.

CATEGORY	CATEGORY	MEMBERS OF STAFF	COVER LIMITS (KSHS.)	PREMIUM (KSHS.)
I.	KW 1 - KW 4	20	500,000.00	
II.	KW 5 – KW 8	50	300,000.00	
III.	KW 9 – KW 12	99	200,000.00	
TOTAL				

TOTAL PREMIUM KSHS
 STAMP DUTY
 TRAINING LEVY
 TOTAL SUM (IN WORDS)
 SIGNATURE OF TENDERER
 NAME
 DESIGNATION

b) OUT-PATIENT COVER

The Categories and cover limit for out-patient is as indicated below;-

CATEGORY	CATEGORY	MEMBERS OF STAFF	COVER LIMITS (KSHS.)
I.	KW 1 - KW 4	20	300,000.00
II.	KW 5 – KW 8	50	100,000.00
III.	KW 9 – KW 12	99	70,000.00

NB. Outpatient will be self funded scheme. Kindly quote for management fees and any taxes where applicable.

TOTAL MANAGEMENT FEE KSHS

STAMP DUTY

TRAINING LEVY

TOTAL SUM (IN WORDS)

SIGNATURE OF TENDERER

NAME

DESIGNATION

SIGNATURE

c) SUMMARY OF PRICE SCHEDULES

S/NO.	DESCRIPTION	TOTAL COST (KSHS)
1.	In- patient Cover	
2.	Out-patient Cover(self funded)	

B: Total sum of the two covers to be transferred to the Form of Tender

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1. FORM OF TENDER (must be filled and submitted with tender document)

Date _____

TenderNo. _____

To.....

[Name and address of Kenya Water Institute]

GENTLEMEN AND/OR LADIES:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services to the Kenya Water Institute 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.
2. We undertake, if our Tender is accepted, to provide services as and when required in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5% of the Contract Price for the due performance of the Contract, in the form prescribed by Kenya Water Institute.
4. We agree to abide by this Tender for a period of ninety (90) 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.
5. 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.
6. We understand that you are not bound to accept the lowest or any tender you may receive.
7. The duration of this contract is one year from the date the contract is signed.

Dated this _____ day of _____ 20_____

[signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

2. TENDER SECURITY FORM (must be filled and submitted with the tender Document.)

Whereas[name of the tenderer](hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of

.....[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of Kenya Water Institute](hereinafter called “the Bank”)are bound unto.....

[name of Kenya Water Institute](hereinafter called “the Kenya Water Institute”) in the sum of for which payment well and truly to be made to the said Kenya Water Institute, 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 tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Kenya Water Institute 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 Tenderers;

we undertake to pay to the Kenya Water Institute up to the above amount upon receipt of its first written demand, without the Kenya Water Institute having to substantiate its demand, provided that in its demand the Kenya Water Institute 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 Bank not later than the above date.

[signature of the bank]

the _____(for the tenderer) in the presence of_____.

3. PERFORMANCE SECURITY FORM(to be filled by successful bidders after award of contract)

To:[name of the Kenya Water Institute]

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* _____

4. BANK GUARANTEE FOR ADVANCE PAYMENT

To..... [Name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment,

.....[name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Kenya Water Institute a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of[amount of guarantee in figures and words].

We, the[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Kenya Water Institute on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Kenya Water Institute and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

5. TENDERER'S UNDERTAKING

I acknowledge that I have read and understood the following, as contained in this tender document:

- | | |
|---------------|--|
| 1. Section A: | Invitation To Tender |
| 2. Section B: | Instructions To Tenderness |
| 3. Section C: | Confidential Business Questionnaire |
| 4. Section D: | General Conditions Of Contract |
| 5. Section E: | Special Conditions Of Contract |
| 6. Section F: | Schedule Of Requirements(Price schedule) |
| 7. Section G: | Description Of Services |
| 8. Section H: | Standard Forms |

I confirm that I agree with all the information and conditions set therein and shall abide by them. Any communication, whatsoever, during tender evaluation shall render my tender disqualified in accordance with clause 2.19 of Section B: General Information.

I also confirm that I did not participate in the preparation of this tender document and I shall not in any way be involved in the evaluation, adjudication and award of contract.

Further, the Officer-in-Charge is at liberty to confirm the authenticity of the Tender Security from the issuing commercial bank.

I hereby confirm that I have collected the full document from pages ___ to ___.

Tenderer's Name: _____
Tenderer's Address: _____
Signature: _____
Stamp: _____
Date: _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business ,.....

Registration Certificate No.

Maximum value of business which you can handle at any one time – K.shs.

Name of your bankers Branch

Part 2 (a) – Sole Proprietor	
Your name in full Age	
Nationality Country of origin	
<ul style="list-style-type: none"> • Citizenship details • 	
Part 2 (b) Partnership	
Given details of partners as follows:	
Name	Nationality
Ci tizenship Details	Shares
1.
2.
3.
4.
Part 2 (c) – Registered Company	
Private or Public	
State the nominal and issued capital of company-	
Nominal Kshs.	
Issued Kshs.	

	Given details of all directors as follows:			
	Name	Nationality	Citizenship Details	Shares
	1.....			
	2.			
	3.			
	4.			
5				
Date Signature of Candidate				

7. TENDERER’S STATEMENT

I clearly understand that canvassing or offering any kind of inducement to officers so as to win the tender shall lead to disqualification of my tender.

Name of Tenderer: _____

Address: _____

Telephone Number: _____

Email Address: _____

Signature: _____

Date: _____

Stamp _____