

Institute of Certified Public Accountants of Kenya  
(ICPAK)

TENDER  
ICPAK NO.02/2022

**PROVISION OF MEDICAL  
INSURANCE SERVICES**

SERIAL NO	
NAME OF THE BIDDER	
PHYSICAL ADDRESS	
POSTAL ADDRESS	
TOTAL BID PRICE	
BID SECURITY	Kes. 260,000.00
DATE PREPARED	8 <sup>th</sup> March, 2022
CLOSING DATE	22 <sup>nd</sup> MARCH, 2022
CLOSING TIME	10.00 A.M

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**SECTION B.**

**Institute of Certified Public Accountants**

**INVITATION TO TENDER**

M/S ..... .

Bids are invited from Underwriters and Brokers as the only eligible candidates for the **Provision of Medical Insurance Services** as detailed in the Tender Documents.

Interested eligible candidates shall download a soft copy tender document from ICPAK website for free.

The tender documents in plain sealed envelope clearly marked on the envelop “**Provision of Medical Insurance Services Tender, Tender Number ICPAK NO. 02/ 2022**” should be addressed to:

**The Head of Supply Chain  
ICPAK  
P.O . Box 59963-00200  
Nairobi**

To be deposited in the tender box situated at the 10<sup>th</sup> floor, ICPAK’s offices to be received on or before **MARCH 22<sup>nd</sup>, 2022 at 10.00 A.M.**

The submitted tender must be accompanied by a bid security of Kes. 260,000.00 in the form and amount specified in the tender documents, and shall be delivered on or before **MARCH 22<sup>nd</sup>, 2022 at 10.00 A.M.**

The tender will be closed on **MARCH 22<sup>nd</sup>, 2022 at 10:00 A.M** and will be opened on **MARCH 22<sup>nd</sup>, 2022 at 10:00 a.m** . in the presence of the candidates’ representatives who choose to attend at the ICPAK Board Room .

## **Section C. General Information**

### **Introduction**

#### **1. Eligible Tenderers**

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall provide the Medical Insurance Services for the stipulated duration from the date of commencement specified in the tender documents.
- 1.2 Tenderers shall provide the qualification information statement that the tenderer 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 ICPA K to provide consulting services for the preparation documents to be used for the procurement of the Medical services under this Invitation for tenders.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

#### **2. Cost of Tendering**

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and ICPA K, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **The Tender Document**

#### **4. Clarification of Documents**

- 4.1 A prospective tenderer requiring any clarification of the tender document may notify ICPA K in writing, e-mail or by fax at the entity's address indicated in the Invitation for tenders. ICPA K will respond to any request for clarification of the tender documents, which it receives not later than Seven (7) days prior to the deadline for the submission of tenders, prescribed by ICPA K. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender document.

#### **5. Amendment of Documents**

- 5.1 At any time prior to the deadline for submission of tenders, ICPA K, 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 amendment.
- 5.2 All prospective candidates who have received the tender documents will be notified of the amendment in writing or by fax and such amendment will be binding on them.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, ICPA K, at its discretion, may extend the deadline for the submission of tenders.

## **Preparation of Tenders**

### **6. Language of Tender**

6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and ICPAK, shall be written in English language, provided that 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.

### **8. Tender Form**

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

### **9. Tender Prices**

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

9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties, VAT, other taxes and any other charges payable where applicable:

9.3 Prices quoted by the tenderer shall be fixed during the Term of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 20.

### **10. Tender Currencies**

10.1 Prices shall be quoted in the Kenya shillings.

### **11. Tenderers Eligibility and Qualifications.**

11.1 Pursuant to paragraph 1 of section C, 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.

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

### **12. Tender Security**

12.1 The tenderer shall furnish, as part of its tender, an original tender security for the amount of **Kes.260, 000.00 in the form of;**

1. Reputable Bank
2. Insurance Company
3. Letter of Credit
4. Deposit taking Microfinance or Women Enterprise Fund or Youth Enterprise Fund.

12.2 The tender security is required to protect ICPA K against the risk of Tenderer's conduct which would warrant the Medical Insurance Services forfeiture, pursuant to paragraph 12.7

12.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, in the form provided in the tender documents or another form acceptable to ICPA K and valid for thirty (30) days beyond the validity of the tender.

12.4 Any tender not secured in accordance with paragraph 12.1 and 12.3 will be rejected by ICPA K as non-responsive, pursuant to paragraph 20.

12.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but, not later than thirty (30) days after the expiration of the period of tender validity prescribed by ICPA K.

12.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 28, and furnishing the performance Medical Insurance Cover pursuant to paragraph 29.

12.7 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by ICPA K 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 28 **or**
  - (ii) to furnish performance bond in accordance with paragraph 29.

### **13. Validity of Tenders**

13.1 Tenders shall remain valid for **120** days or as specified in the tender documents after date of tender opening prescribed by ICPA K, pursuant to paragraph 16. A tender valid for a shorter period shall be rejected by ICPA K as non-responsive.

13.2 In exceptional circumstances, ICPA K 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 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.

#### **14. Format and Signing of Tender**

- 14.1 The tenderer shall prepare two (2) copies of the tender, clearly marking each "ORIGINAL TENDER" and the other "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 14.3 The tender shall have no interlineation, 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.

#### **Submission of Tenders**

##### **15. Sealing and Marking of Tenders**

- 15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY" whilst inserting the Technical and Financial Proposals in two separate envelopes. The envelopes shall then be sealed in an outer envelope. **All bidders must serialize their bids.** The tenderer shall separate the Technical and Financial proposals.
- 15.2 The inner and outer envelopes shall:
- (a) be addressed to ICPAK at the following address:

**The Head of Supply Chain**

**ICPAK**

**P.O. Box 59963-00200**

**Nairobi**

and dropped in the tender box located at the ground floor of **Institute of Certified Public**

**Accountants of Kenya office**

- (b) bear "**PROVISION OF MEDICAL INSURANCE SERVICES TENDER NUMBER / ICPAK/02/2022**" the Invitation for tenders (IFT) and the words: "**DO NOT OPEN BEFORE, March 22<sup>nd</sup>, 2022 at 10.00 am.**"
- 15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 15.4 If the outer envelope is not sealed and marked as required by paragraph 15.2, ICPAK will assume no responsibility for the tender's misplacement or premature opening.

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

16.1 Tenders must be received by IC P A K at the address specified under paragraph 15.2 not later than **10.00 am on March 22<sup>nd</sup>, 2022**.

16.2 IC P A K 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 IC P A K and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring prior to the deadline prescribed for submission of tenders.

17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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 12.7

## **Opening of Tenders**

### **18. Opening of Tenders**

18.1 IC P A K will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 am on March 22<sup>nd</sup>, 2022**, and in the following location.

**Institute of Certified Public Accountants of Kenya (IC P A K ), along Thika Highway,  
At CPA Centre building, 10<sup>th</sup> Floor Board Room**

**Opposite Survey of Kenya**

The tenderers' representatives who are present shall sign a register evidencing their attendance.

18.2 The tenderers' names, tender modifications or withdrawals and the presence or absence of requisite tender security and such other details as IC P A K, at its discretion, may consider appropriate, will be announced at the opening.

18.3 IC P A K will prepare minutes of the tender opening.



### **19. Clarification of Tenders**

19.1 To assist in the examination, evaluation and comparison of tenders ICPA K may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

19.2 Any effort by the tenderer to influence the ICPA K in its' tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

### **20. Preliminary Examination**

20.1 ICPA K 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.

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.

20.3 ICPA K may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

20.4 Prior to the detailed evaluation, pursuant to paragraph 21, ICPA K 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. ICPA K's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

20.5 If a tender is not substantially responsive, it will be rejected by ICPA K and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

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

21.1 ICPA K will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 20

21.2 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.

21.3 ICPA K's procurement of Medical Insurance Services tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 21.4 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;

21.4. Pursuant to paragraph 21.3 the following Medical Insurance Services methods will be applied:

- (a) *Operational Plan.*
  - (i) ICPAK 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 ICPAK's required 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. ICPAK may consider the alternative payment schedule offered by the selected tenderer.

## **Award of Contract**

### **23. Post-qualification**

- 23.1 In the absence of pre-qualification, ICPAK 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.
- 23.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 11.3, as well as such other information as ICPAK deems necessary and appropriate.
- 23.3 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 ICPAK will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

#### **24. Award Criteria**

24.1 Subject to paragraph 9, 21 and 26 ICPA K will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the best evaluated tender, provided further that the tenderer is determined to be qualified in terms of ability and capacity to perform the contract satisfactorily.

24.2 Tenders will be evaluated on the basis of their responsiveness to eligibility of requirements as listed here-below.

Mandatory requirements will determine the satisfactory responsiveness of a Tenderer, failure to meet any of these set requirements as noted hereunder will render the tendered documents non-responsive and will automatically be disqualified.

#### **25. Procuring entity's Right to Vary quantities**

25.1 ICPA K 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.

#### **26. Procuring entity's Right to Accept or Reject Any or All Tenders**

26.1 ICPA K 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 ICPA K's action.

#### **27. Notification of Award**

27.1 Prior to the expiration of the period of tender validity, ICPA K will notify the successful tenderer in writing that its tender has been accepted.

27.2 The notification of award will constitute the formation of the Contract.

27.3 Upon the successful Tenderer's furnishing of the performance bond pursuant to paragraph 29, ICPA K will promptly notify each unsuccessful Tenderer and will discharge its tender for Medical Insurance Services, pursuant to paragraph 12.

## **28. Signing of Contract**

- 28.1 At the same time as ICPAK notifies the successful tenderer that its tender has been accepted, ICPAK will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 28.2 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to ICPAK.

## **29. Performance Bond**

- 29.1 Within thirty (30) days of the receipt of notification of award from ICPAK, the successful tenderer shall furnish the performance Bond in accordance with the Conditions of Contract, in the Performance Bond Form provided in the tender documents, or in another form acceptable to ICPAK.
- 29.2 Failure of the successful tenderer to comply with the requirement of paragraph 28 or paragraph 29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event ICPAK may make the award to the next best evaluated Candidate or call for new tenders.

## **30. Corrupt Fraudulent Practices**

- 30.1 ICPAK requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, ICPAK:-
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of ICPAK, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive ICPAK of the benefits of free and open competition;
- (b) 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;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

## **Section D-General Conditions of Contract**

### **1.Definitions**

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

- (a) "The Contract" means the agreement entered into between ICPAK and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) "The services" means services to be provided by the tenderer to ICPAK under the Contract.
- (d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- (e) "The tenderer" means the individual or firm providing the services under this Contract.

### **2.Application**

2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of services.

### **3.Standards**

3.1 The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications.

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

- 4.1 The Candidate shall not, without ICPAK's prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of ICPAK in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 4.2 The tenderer shall not, without ICPAK's prior written consent, make use of any document or information enumerated in paragraph 4.1 above.
- 4.3 Any document, other than the Contract itself, enumerated in paragraph 4.1 shall remain the property of ICPAK and shall be returned (all copies) to ICPAK on completion of the Tenderer's performance under the Contract if so required by ICPAK.

## **5. Patent Rights**

- 5.1 The tenderer shall indemnify ICPAK against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services or any part thereof in the Procuring entity's country.

## **6. Performance Bond**

- 6.1 Within Thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to ICPAK the performance Bond in the amount specified in Special Conditions of Contract.
- 6.2 The proceeds of the performance Bond shall be payable to ICPAK as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 6.3 The performance bond for Medical Insurance Services shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to ICPAK 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 ICPAK, in the form provided in the tender documents.
- 6.4 The performance bond for Medical Insurance Services will be discharged by ICPAK 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.

## **7. Inspection and Tests**

- 7.1 ICPAK or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. ICPAK shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 7.2 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 ICPAK.
- 7.3 Should any inspected or tested services fail to conform to the Specifications, ICPAK 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 ICPAK.
- 7.5 Nothing in paragraph 7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

## **8. Payment**

- 8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.
- 8.2 Payments shall be made promptly by ICPAK as specified in the contract.

## **9.Prices**

9.1 Prices charged by the tenderer for Services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

## **10.A ssignm ent**

10.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with IC P A K 's prior written consent.

## **11.Sub contracts**

11.1 The tenderer shall notify IC P A K in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

## **12. Force Majeure**

12.1 The tenderer shall not be liable for forfeiture of its performance bond for Medical Insurance Services l, or termination for default if and to the extent that it's 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

### 1. DEFINITIONS

1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

**“Schedule of Rates”** means the priced Schedule of Rates forming part of the tender [where applicable].

**“The Completion Date”** means the date of completion of the Services as certified by the Employer’s Representative.

**“The Contractor”** refers to the person or corporate body that’s tender to carry out the Services has been accepted by the Employer.

**“The Contractor’s Tender”** is the completed tendering document submitted by the Contractor to the Employer.

**“Days”** are calendar days; **“Months”** are calendar months.

**“Employer”** Institute of Certified Public Accountants of Kenya

**“Equipment”** is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Services.

**“Site”** means the place or places where the Services are to be carried out.

**“Employer’s Representative”** is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Services.

**“Specification”** means the Specification of the Services included in the Contract.

**“Agreement”** means this Agreement made between ICPAK and the Medical Company including the First and second schedules and to other document forming the Agreement;

**“Effective Date”** means the date that the services shall commence as stipulated in the Agreement.

**“ICPAK”** means Institute of Certified Public Accountants of Kenya;

**“Party”** means either ICPAK or Insurance Company

**“Both Parties”** means ICPAK and the Insurance Company;



**“Rates”** means the costs and charges of the services the Insurance Company shall provide to ICPAK; as provided for in the Second Schedule of this Agreement;

**“Insurance Company”** means the company or firm who’s Tender to carry out the Medical Insurance Services has been accepted by the Employer;

**“Services”** means the Medical Insurance Services that will be provided to ICPAK by the Insurance Company pursuant to this Agreement and includes any additional or incidental services that may be requested by ICPAK from time to time;

**“Duties”** means providing, performing, actioning, executing, engaging and or obliging to a moral legal duty to provide services by the Insurance Company to ICPAK as provided for in the Agreement; or any other assignment directed in writing.

## **CONTRACT DOCUMENTS**

2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Agreement,
- (2) Letter of Award and Acceptance,
- (3) Contractor’s Tender,
- (4) Conditions of Contract,
- (5) Specifications,
- (6) Schedule of Rates
- (7) List of hospitals and other Service Providers
- (8) List of the staff to be covered

## **2. EMPLOYER’S REPRESENTATIVE’S DECISIONS**

2.1 Except where otherwise specifically stated, the Employer’s Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

## **3. INSTRUCTIONS**

3.1 The Contractor shall carry out all instructions of the Employer’s Representative which are in accordance with the Contract.

## **4. MANAGEMENT MEETINGS**

4.1 A Contract management meeting shall be held regularly and must be attended by the Employer’s Representative and the Contractor. Its business shall be to review the performance of the Work. The Employer’s Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer.

The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting. However, emergency meetings can be called upon at short notices.

4.2 Official communication between parties shall be effective verbally and must be firmed up in writing.

## **6. TERMINATION**

This Agreement shall unless extended by both parties terminate at the end of two (2) Months from the date hereof HOW EVER either party may terminate the Agreement by giving to the other party Thirty (30) days notice in writing or payment of the entire outstanding amount.

ICPA K may without prejudice to any other remedy accruing to it for breach of contract terminate this Agreement in writing in whole or in part if:-

- i) The Insurance Company frequently fails to provide services of high standards in the performance of this Agreement and
- ii) The Insurance Company fails to perform any other obligation under this Agreement.

On termination of this Agreement howsoever terminated the Insurance Company shall be permitted to remove all its equipment, instruments which may have been placed by the Insurance Company upon the Premises.

## **7. FORCE MAJEURE**

Both parties shall be released from their respective obligations in the event of the occurrence of a condition beyond the control of ICPA K or the Insurance Company not involving the parties' fault or negligence and foreseeable such as national emergency, war, prohibitive governmental regulation or from any other cause PROVIDED THAT any contractual rights and obligations accruing to the parties prior to the occurrence of any or all of the aforesaid events shall be enforceable.

If any or all of the aforesaid events shall occur either party shall immediately and without undue delay notify the other in writing of such occurrence and unless otherwise directed in writing the parties shall continue to perform their obligations under the Agreement as far as reasonably practical and shall seek any other alternative means for performance thereof if circumstances shall permit

**8. CONFIDENTIALITY**

The Insurance Company, its Insurance Officers, servants and agents shall not at any time during or after termination of this Agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of ICPAK.

**9. ASSIGNMENT**

The Insurance Company shall not assign or sub-contract any of its rights or duties under this Agreement

This Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the date hereof but without prejudice to any rights that have already accrued to either of the parties.

**10. PROVISION AND STANDARD OF SERVICE**

The Insurance Company shall provide services of high standards in the performance of this Agreement and poor performance shall be grounds for summary termination of the Agreement without any notice at the sole discretion of ICPAK;

Delays by the Insurance Company in the performance of its obligations hereunder shall give rise to sanctions and imposition of liquidated damages by ICPAK

If at any time during the performance of this Agreement the Insurance Company encounters conditions affecting timely provision of services, the Insurance Company shall immediately and without any delay notify ICPAK in writing of the condition, its cause and duration and possible solution thereto and as soon as practicable ICPAK shall evaluate the condition and may, at its sole discretion, waive the Insurance Company's obligations without the risk of sanctions impositions of liquidated damages and or the summary termination of this Agreement without any notice.

**11. PERFORMANCE BOND**

The Insurance Company shall within Thirty (30) days from the date of executing this Agreement furnish ICPAK with a Performance Bond whose value shall be equivalent to Ten per cent (10%) of the Contract Value for the stated contract period.

The proceeds of the Performance bond shall be payable to ICPAK as compensation for any loss or damage resulting from failure by the Insurance Company to fulfil its obligations hereunder

The Performance Bond shall be in the form of an On-Demand-Bank-Guarantee issued by a reputable Bank carrying on business within Kenya and acceptable to ICPAK

The Performance Bond will be discharged by ICPAK and returned to the Insurance Company not later than thirty (30) days following the expiry of this Agreement or earlier termination

**12. INDUCEMENT/PAYMENT OF COMMISSION AND CORRUPT GIFTS**

12.1 The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.
- (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

**13. NOTICE**

Any notice to be served on either of the parties by the other shall be sent by prepaid mail recorded delivery or registered post to the address of the relevant party or by facsimile transmission or by electronic mail and shall be deemed to have been received by the addressee within Three (3) days of posting or 24 hours if sent by facsimile transmission or by electronic mail.

**14. DISPUTE RESOLUTION**

Both parties shall endeavour to settle amicably any dispute or difference of any kind but should such difference or dispute persist then this shall be settled in accordance with the Arbitration Act 1999.

APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: Institute of Certified Public Accountants of Kenya

Address: P.O. BOX 59963-00200 NAIROBI

Name of Employer's Representative Chief Executive Officer

The Service consist of Provision of Medical Insurance Services

The Start Date shall be April 3<sup>rd</sup>, 2022

The Intended Completion Date for the Services shall be April 2<sup>nd</sup>, 2023. Details as per the contract\_\_\_\_\_

The following documents also form part of the Contract: See Special conditions of the contract Section E

The services shall be rendered to the staff of Institute of Certified Public Accountants of Kenya.

Amount of Tender Security is Kes. 260,000.00

The name and Address of the Employer for the purposes of submission of tenders is

**The Head of Supply Chain**

**ICPAK,**

**P.O. Box 59963, 00200**

**NAIROBI, KENYA**

The tender opening date and time is at 10.00 am on 22<sup>nd</sup> March, 2022.

The amount of Performance Bond is **10%** of Contract Price from a reputable Bank approved by the Employer.

## SECTION F. TECHNICAL SPECIFICATIONS

### CONTENTS

1. Scope of Service... ..
2. Special Area Instructions... ..
3. Provision and Standard of Service... ..
4. Assignment... ..
5. Logistics ... ..
6. Insurance ... ..
7. Indemnity ... ..
8. Claims... ..
9. Area to Tender for Medical Insurance Services...
10. Contract Price... ..

**THE PURPOSE OF MEDICAL INSURANCE SERVICES AS FOLLOWS:**

The Institute of Certified Public Accountants of Kenya (ICPAK) intends to provide medical services for its staff for a period of one (1) year starting from 3<sup>rd</sup> April 2022 to 2<sup>nd</sup> April 2023. The services will be offered to staff, spouses, and dependents under the age of twenty-one years (21); up to (25) twenty-five years to be covered if attending school or college.

## 2. PROVISION AND STANDARD OF MEDICAL INSURANCE SERVICES

A high standard of medical services in the execution of work is expected. Poor performance and substandard quality of work will be grounds for termination of the agreement.

## 3. ASSIGNMENTS

- No Assigning or sub-contracting by the company of its rights of duties under this agreement without the express authority of ICPAK.
- Performance Bond – will be well spelt out in the tender document.
- Governing Language – English.
- Applicable Law - The Agreement shall be interpreted in accordance with the Laws of Kenya and Public Procurement and Assets Disposal Act 2015 (PPADA 2015).

## 4. LOGISTICS

4.1 The Insurance Company shall make arrangements and be responsible at their own cost for the following:

4.1.1 General transport requirements for all its personnel to and from the premises and

4.1.2 It is the responsibility of the Insurance Company to provide accommodation and site offices for all personnel and operations (*where applicable*).

## 5. INSURANCE

5.1 The Insurance Company shall insure its Officers engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act neglect or default of ICPAK its servants or agents the Insurance Company will indemnify ICPAK against all actions claims and demands in respect of such injury.

## 6.0 INDEMNITY

The Insurance Company shall indemnify and keep indemnified ICPAK, its servants and agents against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the Insurance Company, its servants or agents whilst performing their duties under this Agreement and against the dishonesty of its Insurance Officers whilst performing their duties hereunder and this shall include any loss damage injury or any consequential or indirect loss sustained by ICPAK, its servants or



agents or third parties lawfully on the Premises by reason of any act or omission or neglect of the Insurance Company its servants or agents.

## **7.0 CLAIMS**

Notice of all claims by ICPAK in respect of any loss damage or injury or consequential or indirect loss shall be given in writing to the Company giving details of such loss, damage or injury of consequential or indirect loss within Fourteen (14) days after the discovery of such damage loss or injury.

## **8.0 CONTRACT PRICE**

8.1 In consideration of the services to be rendered by the Insurance Company under this Agreement ICPAK shall pay to the Insurance Company such fees and charges as specified in the Second Schedule of this Agreement.

8.2 ICPAK shall pay to the Insurance Company the Contract Price within sixty (60) days upon receipt of **ORIGINAL** invoices confirming that the invoiced services have been rendered in accordance to the contract.

8.3.1 The said fees and rates shall be valid for the entire period of this Agreement and no variation thereto will be effected.

## 9.0 SCOPE OF THE TENDER FOR MEDICAL INSURANCE SERVICES

### SPECIFICATIONS FOR ICPAK STAFF MEDICAL COVER

#### A) Mandatory Requirements

#### MANDATORY REQUIREMENTS TO BE MET BY THE INSURANCE COMPANY (INSURANCE UNDERWRITER) AND THE INSURANCE BROKER AS INDICATED

No	PRELIMINARY REQUIREMENTS – MANDATORY REQUIREMENTS	
1	Bid security bond from a reputable bank of Kes. 260,000 by the Bidder (Underwriter bidding independently or the Broker who is bidding)	
2	The underwriter must be registered with the Insurance Regulatory Authority (IRA). Where applicable, the Insurance Broker must be registered by the Association of Insurance Brokers of Kenya. Where a Broker applies, <u>both</u> the Underwriter under the Broker and the Broker <u>must submit</u> copies of registration with the Insurance Regulatory Authority (IRA) for the Underwriter and the Association of Insurance Brokers of Kenya for the Broker.  A copy of the registration certificate should be submitted / attached to the bid document.	
3	The Insurance Underwriter must have done annual gross premiums in previous year of a minimum of Kshs. 80 Million. Where applicable, the Insurance Broker must have handled business of annual gross premiums in previous year of a minimum of 30 million. Where a Broker applies, documentations for both Underwriter and Broker must be attached as mentioned here.	
4	The Insurance Underwriter must have paid up capital of at least Kshs. 50 Million. Where applicable, the Insurance Broker must have paid up capital of at least Kshs. 10 million. Where a Broker applies, documentations for both Underwriter and Broker must be attached as mentioned here.	
5	The Insurance Underwriter and the Insurance Broker where applicable must give a list of <u>5 (Five)</u> reputable clients and the total clients premiums for the previous year. References, recommendations or written confirmations / commendations of services rendered by at least <u>three (3)</u> corporate clients. Where a Broker applies, documentations for <u>both</u> Underwriter and Broker must be attached as mentioned here.	
6	The Insurance Underwriter and the Insurance Broker where applicable must submit a copy of the Company audited accounts for the previous two (2) years i.e. Yr 2021 and Yr 2020.	
7	The Insurance Underwriter must have total number of senior management staff of at least five (No. 5) and for the Insurance Broker a total number of management staff of at least three (No. 3)	
	<b>Compliance Documents for the Insurance Underwriter and the Insurance Broker</b>	
8	The Medical Cover Scheme must be administered under a smart card system and indicate proof of use on previous Clients or documentation proof.	
a	Valid Company Pin Certificate / Current Tax Compliance Certificate	
b	Certificate of Registration/Incorporation	
c	Current NHIF Compliance Certificate	
d	Current NSRF compliance certificate	

9	The Insurance <u>Underwriter</u> must be a member of the Association of Kenya Insurance (AKI)	
10	The Bidder must submit the Signed Form of Tender	
11	The Bidder must submit the Confidential Business Questionnaire filled and Signed	
12	The Bidder must submit the Price Schedule Form	

**B) For Technical Requirements for Underwriters whether bidding through a broker or bidding independently**

	Services Description	Marks
1.	<p>Medical cover Outpatient limit proposed <b>Kshs.300,000/=</b> and Inpatient limit of <b>Kshs.5 Million per family (principal and dependents)</b> (annual cover).</p> <p><b>Dental cover at 10,000/- per family (Annual)</b></p> <p><b>Optical cover at 10,000/- per family (Annual)</b></p> <p><b>Ophthalmology</b> consultation cases covered under outpatient.</p> <p><b>Counselling Services</b> to be covered / provided as well accordingly under the cover.</p> <p><b>Non-accidental Dental and Optical / ophthalmology cases (surgery, other treatment)</b> covered under Inpatient cover with a sub limit of <b>100,000/-</b>. Accidental cases on dental and optical / ophthalmology covered under outpatient limits.</p>	4
2.	No waiting period. The scheme takes effect as from <b>3<sup>rd</sup> April 2022</b> . New members to be covered immediately on introduction.	2
3.	A comprehensive list of countrywide (up to county/local level) service providers which should include, hospitals, Doctors/ specialists, pharmacists etc, indicating option of additional service providers as may be proposed by the procuring entity and must have credit facilities with all the proposed services providers. <b>Major hospitals included</b> and a list provided.	2
4.	Hospital accommodation for staff and their families to be in <b>Standard Room</b> and <b>Private Room for 6 (six) Senior Management staff (CEO &amp; 5 Directors)</b>	2
5.	Medical identification <b>smart medical cards</b> provided within <b>one (1) week (7 days)</b> on commencement of cover. For new staff joining the scheme, smart medical cards to be ready <b>within seven (7) days</b> .	2
6.	No pre-authorization for consultation service for providers on the panel provided members have smart medical cards. Preauthorization shall only be related to major medical procedures and admissions	2
7.	Flexibility to include other service providers proposed by the procuring entity	4
8.	Member upper age limit of 60 years	1
9.	Children up-to 21 years. Those above 21 years up-to and 25 years are covered if attending school or college	2

10.	Last Expense of <b>Kshs. 100,000</b> for the <b>principal member and family</b> of the principal member.	2
11.	Maternity to be covered within the Inpatient benefit for Kshs.Two Hundred Thousand (200,000) for <b>delivery services only</b> (normal delivery and first caesarian section). For a <b>second / subsequent caesarian section</b> , a maximum of kshs. 250,000/= (Two hundred thousand only) shall be covered.	4
12.	<b>Pre-natal and post-natal</b> and any other pregnancy and baby related cases to be covered within the <b>in-patient/outpatient</b> as may be applicable and <b>not under Maternity Cover</b> .	2
13.	Congenital conditions to be covered at a limit of kshs. 500,000/= within In-patient and Outpatient congenital conditions covered at 200,000/= . <b>Pregnancy related</b> complications and prematurity expenses to be covered within In-patient (limit 300,000/=) and Out-patient (limit 200,000/=) as appropriate.	4
14.	All <b>chronic illnesses</b> , all pre-existing conditions and HIV -Aids to be covered within inpatient at kshs.700,000/=.	2
15.	All Chronic illnesses, all pre-existing conditions and HIV – Aids to be covered 100% of Out-patient	2
16.	General <b>health checkups/wellness</b> once a year of at least <b>Kshs. 15,000 per family</b> within the out-patient limit	2
17.	Gynecological conditions including menopausal conditions to be covered within the inpatient and out patient covers as may be applicable.	2
18.	Disease prevention vaccines to be covered within inpatient and outpatient covers as may be applicable.	2
19.	Children vaccines to be covered in full within the <b>out-patient cover</b> . <b>KEPI recommended vaccines and baby friendly Vaccines</b> .	2
20.	Draft Service Level Agreement (SLA) providing inception presentation to all staff at headquarters, turnaround periods for claim reimbursements should not exceed 7 days, smart medical cards should not exceed 14 days, group utilization reports every 5th day of every month, individual statement quarterly (soft copies), two review meetings, (Value added services) half yearly health talks within the cover period at headquarters.	3
21.	Scheme information booklets on scheme rules and entitlement with full disclosure of all exclusions (soft copy)	1
22.	Excess over cover limit for both in- patient and out-patient of up-to a maximum Ksh 1 million on in-patient and <b>Ksh 100,000/=</b> on out- patient covers. This is a blanket cover for any/all who shall exceed the allocated normal cover of <b>Inpatient and Outpatient</b> , with the limit amount cover here to be Kshs. 1 million only for excess of cover under <b>Inpatient cases and kshs. 100,000/=</b> only for all outpatient cases of excess of cover.	4
23.	<b>Local road and air ambulances cover services</b> of sick member/dependents for treatment from an area where facilities for adequate care do not exist to the next available hospital or licensed medical facility to be covered within annual inpatient cover limit.	4
24.	Day care surgery to be covered as appropriate. Pre-hospitalization diagnostic services such as laboratory, X-ray or other necessary medical diagnostic procedures ordered by a physician and	4

	which results in the member being admitted (on same day tests are done) as a registered general patient to a hospital for treatment of a specific medical condition diagnosed, as covered in the scheme, to be provided as appropriate	
25.	Hospital treatment and services – All necessary medical treatment and services provided by or the order of a physician to the member or dependents when admitted and cover includes hospital accommodation, nursing care, diagnostic, laboratory, or other medically necessary facilities and services, physician's, surgeon's, anesthetist's or physiotherapist's fees, operating theatre charges, intensive care unit charges, specialist consultations, or visits and all drugs, dressings, or medications prescribed by treating physician for in hospital use. The cost of non-medical goods or services such as telephone, newspaper or accommodation for member's family is excluded. Accommodation for parent or guardian accompanying a member who is below 5 years of age covered – in patient.	2
26.	Out-patient cover to generally cover general out-patient services by or on order of a physician licensed as a general practitioner, out-patient laboratory and x-ray services covered – laboratory testing, radiographic and procedures used to diagnose or treat medical conditions. Out-patient prescription drugs prescribed for use by member by a physician covered.	2
27.	Laboratory tests as prescribed by the Physician or registered medical practitioner should not be capped	3
28.	Provide details of information on Company ownership and shareholding	1
29.	Professional Indemnity Insurance not less than 50 Million.	1
30.	Evidence of Physical address / Location of offices	0.5
31.	Confidential Business Questionnaire filled and signed	0.5
	<b>Total Marks</b>	<b>70</b>

Total Marks (B) ... .. **70 Marks**

**Pass mark of 60 marks to proceed to Financial Evaluation.**

### **C. Price Evaluation**

$$\left\{ \frac{A}{B} \times 100 \times 30 \right\} \%$$

B

Where:

A= Lowest price

B= Price quoted by each bidder lowest to the highest

30= the value attached to the price evaluation

Failure to submit copies of the above documents will lead to your tender being declared non-responsive.

**(C) Information on current IC P A K population**

**Information on current IC P A K population**

Category	No of employees	Dependants	Total
M + 0	23	0	23
M + 1	7	7	14
M + 2	12	24	36
M + 3	23	69	92
M + 4	20	80	100
M + 5	2	10	12
M + 6	6	30	36
M + 7	0	0	0
Total	93	220	313

No	Age Bracket (Y R S)	Numbers - Members & Dependents
1	0.1 to 10	58
2	11 to 30	144
3	31 to 39	64
4	40 to 50	43
5	51 to 60	4
		313

**9.1.1 Special Areas**

*Kindly give a proposal on how to handle the underlisted issues:*

**9.1.1.1** Handling of Congenital condition

**9.1.1.2** Emergency medical evacuation

**9.1.1.3** Pre-existing medical conditions and waiting period

**9.1.1.4** Organ transplant

**9.1.1.5** Chronic conditions

**9.1.1.6** Home nursing

**9.1.1.7** Reconstructive surgery

**9.1.1.8** Waiting period

**9.1.1.9** Room Type to be allowed by the cover

## **STANDARD FORMS AND PRICE SCHEDULE**

### **CONTENTS**

1.	Tender Form .....
2.	Tender Security Form .....
3.	Contract Form .....
4.	Performance Bank Guarantee .....
5.	Qualification Information .....
6.	Tender Questionnaire .....
7.	Confidential Business Questionnaire .....
8.	Bid Price Form .....



**G. TENDER FORM**

To: The Chief Executive Officer  
Institute of Certified Public Accountants of Kenya,  
Opposite Survey of Kenya  
P.O Box 59963-00200,  
**NAIROBI, Kenya.**

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. \_\_\_\_\_, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Medical Insurance Services** in conformity with the said bidding documents for the sum of \_\_\_\_\_

\_\_\_\_\_ V A T Inclusive

or such other sums as may be ascertained in accordance with the Schedule of Rates attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the services in accordance with the schedule specified in the Schedule of Assignment.

If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Employer.

We agree to abide by this Tender for a period of **120** days from the date fixed for Tender opening under Section B 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.

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.

**Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.**

\_\_\_\_\_  
[signature]

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

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

**H. TENDER SECURITY FORM**

*(To be on the Letterhead of the Bank)*

Whereas \_\_\_\_\_ (hereinafter called "the Tenderer") has submitted its tender date \_\_\_\_\_ for the provision of \_\_\_\_\_ (hereinafter called "the Tender").

KNOW ALL PEOPLE by these present that WE \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called "the Bank"), are bound unto \_\_\_\_\_ (hereinafter called "the Employer") in the sum for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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 Employer 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 Bond, in accordance with the Instructions to Tenderers;

we undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer 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)*

## I. CONTRACT FORM

This Contract is made on ..... 2022 BETWEEN *INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS OF KENYA* of P.O BOX 59963-00200, Nairobi, hereafter referred to as "the Employer" ( which expression shall where the context so admits include its assigns agents and successors in title ) on one part AND ..... of P.O BOX ....., hereinafter referred to as "the contractor" ( which expression shall where the context so admits include ,its assigns, agents and successor in title ) of the other part.

WHEREAS "the Employer" is registered in the Republic of Kenya.

WHEREAS "the owner "invited tenders for the provision of Medical Insurance Services and has accepted a tender by the contractor for the provision of the said services in the sum of Kenya Shillings ..... (Hereinafter referred to as the contract price)

### 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 General Conditions of Contract;
  - (d) The Special Conditions of Contract; and
  - (e) List of hospitals, doctors and specialists registered by the company
  - (f) List of all the Covered staff and their dependents
  - (g) The owner's Notification of Award
  - (h) Contractors letter of Acceptance.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Employer hereby covenants to pay the Contractor in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Sig n e d

for the Ow n e r in the p r e s e n c e of:

)  
)  
)  
)  
)  
)  
)  
)  
)  
)

**WITNESS**

Sign of the Contractor in the presence of:

)  
)  
)  
)  
)  
)  
)  
)  
)  
)

**WITNESS**

**J. PERFORMANCE BANK GUARANTEE**

*(To be on the Letterhead of the Bank)*

To: Institute of Certified Public Accountants of Kenya,  
Opposite Survey of Kenya  
P.O. Box 59963-00200,  
NAIROBI, Kenya.

WHEREAS \_\_\_\_\_ [*name of Contractor*] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ 2022 to provide property Medical Insurance Services \_\_\_\_\_ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as 10% of sum quoted for the Medical Insurance Services Fee for compliance with the Contractor's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total \_\_\_\_\_ (*words*) \_\_\_\_\_ (*figures*), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ 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 \_\_\_\_\_ 2022.

Signature and seal of the Guarantors

\_\_\_\_\_  
[*name of bank*]

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

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

## K. QUALIFICATION INFORMATION

### 1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copies of the follow up Certificates);

Registration Of Business Name Certificate .....

VA T Certificate .....

PIN Certificate .....

1.3 Services rendered of a similar nature and volume over the last three years. Also list details of work under way or committed, including expected completion date. Attach reference letter of previous contracts.

Name of client and contact person	Type of work performed and year of completion	Value of Contract

1.4 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Years of experience (general)	Years of experience in proposed position
Chairman			
Director			
Operations Manager			
(etc)			

1.6 Certified audited Company's Financial statement for the last three years: (Attach a copy).

-----  
-----  
-----  
-----  
-----  
-----

1.7 Name, address and telephone, e-mail and facsimile numbers of banks that may provide reference if contacted by the Employer.

-----  
-----  
-----

1.8 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.

-----  
-----  
-----

1.9 Proposed program (work method and schedule) for the whole of the services

## L. TENDER QUESTIONNAIRE

*Please fill in block letters.*

1. Full names of tenderer;  
.....
2. Full Physical address of tenderer to which tender correspondence is to be sent  
.....  
.....
3. Telephone number (s) of tenderer;  
.....
4. Facsimile,.....
5. E-mail address.....
6. Contact Person.....
7. Tenderer's representative to be contacted on matters of the tender during the tender period;  
Name.....  
Telephone Number.....  
Email Address.....
8. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone);  
.....

-----  
Signature of Tenderer

Rubber stamp of company

Make copy and deliver to:\_\_\_\_\_ (Name of Employer)



You are requested to give the particulars indicated in Part I and either Part 2 (a), 2 (b) or 2 (c) whichever applies to your type of business. It is a serious offence to give false information on this form

Business Name .....	
Location of business premises.....	
Plot No. ....	Street/Road .....
Postal Address.....	Tel. No.....
Nature of business.....	
Current Trade Licence No.....	Expiring date.....
Maximum value of business which you can handle at any one time : K£.....	
Name of your bankers.....	Branch .....

<input type="checkbox"/>	<p style="text-align: center;"><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full.....Age.....</p> <p>Nationality..... Country of origin.....</p> <p>*Citizenship details.....</p>																														
<input type="checkbox"/>	<p style="text-align: center;"><b>Part 2 (b) Partnership</b></p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%; text-align: center;"><i>Nam e</i></th> <th style="width: 20%; text-align: center;"><i>Natio nality</i></th> <th style="width: 30%; text-align: center;"><i>Citizenship Details</i></th> <th style="width: 10%; text-align: center;"><i>Share s</i></th> </tr> </thead> <tbody> <tr><td>1.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>2.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>3.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>4.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>		<i>Nam e</i>	<i>Natio nality</i>	<i>Citizenship Details</i>	<i>Share s</i>	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....					
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4.	.....	.....	.....	.....																											
<input type="checkbox"/>	<p style="text-align: center;"><b>Part 2 ( c) – Registered Company:</b></p> <p>Private or Public.....</p> <p>State the nominal and issued capital of company -</p> <p>Nom inal K£.....</p> <p>Issued K£.....</p> <p>Given details of all directors as follows :-</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%; text-align: center;"><i>Na me</i></th> <th style="width: 20%; text-align: center;"><i>Natio nality</i></th> <th style="width: 30%; text-align: center;"><i>Citizenship Details</i></th> <th style="width: 10%; text-align: center;"><i>Share s</i></th> </tr> </thead> <tbody> <tr><td>1.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>2.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>3.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>4.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>5.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>		<i>Na me</i>	<i>Natio nality</i>	<i>Citizenship Details</i>	<i>Share s</i>	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....	5.	.....	.....	.....	.....
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*\*if Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration.*

**BID FORM FOR MEDICAL INSURANCE SERVICES – (Eligible****bidders shall strictly fill and submit this form in the Financial Proposal and****NOT in the Technical Proposal)**

	TENDER PRICE IN ACTUAL AMOUNT			
SERVICE DESCRIPTION	FEES (Kshs.)	Other Charges	VAT (Kes.)	TOTAL Bid Price (Kes.)

Name of Company: .....

Postal Address: .....

Contact Person: .....

Tel: ..... Mobile: .....

Designation: .....

Signature: ..... Date: .....

Official Rubber Stamp:

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