



TANA WATER WORKS DEVELOPMENT AGENCY

PROVISION OF MEDICAL INSURANCE SERVICES

TWWDA/T/013/2021-2023

**CHIEF EXECUTIVE OFFICER
TANA WATER WORKS DEVELOPMENT AGENCY
P.O. BOX 1292-10100
NYERI
TEL: 061-2032282
EMAIL: tanawaterboard@yahoo.com
WEBSITE: www.tanawwda.go.ke**

CLOSING DATE: 19th May, 2021 at 10.00am



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SECTION I .TENDER NOTICE

TENDER NO. TWWDA/T/013/2021-2023: PROVISION OF MEDICAL INSURANCE SERVICES.

1. **TANA WATER WORKS DEVELOPMENT AGENCY (TWWDA)** invites sealed tenders from eligible and competent Insurance firms for Medical Insurance Services for FY 2021-2023, for one (1) year renewable subject to satisfactory performance.

Tender is open to all candidates as indicated in Appendix II

2. Tender Documents detailing the requirements may be obtained from Tana Water Works Development Agency during normal working hours upon payment of a non - refundable fee of **Kshs1, 000.00** in cash or be downloaded from the website www.tanawwda.go.ke OR at IFMIS tender portal:<https://supplies.treasury.go.ke>.
3. The quoted Prices should be exclusive of (TAXES) and delivery costs, must be in Kenya Shillings and shall remain valid throughout the contract period for the first year. Any variation for the second year (if extended) must comply with the conditions set out in this document.
4. Completed Tender documents in a plain sealed outer envelope enclosing separately sealed envelopes (in “Original” and “Copy”) all clearly marked **Tender – TWWDA/T/013/2021-2023: Provision of Medical Insurance Services, should be submitted** as per instructions in the tender documents and addressed to:

**The Chief Executive Officer,
Tana Water Works Development Agency,
P.O. Box 1292 – 10100
Baden Powell Road
NYERI**

OR

should be deposited in the **Tender Box** situated at the reception of TWWDA **Head Office** in Nyeri - **Maji House, Baden Powell Road** so as to reach him **on or before 10.00am local time on 19th May, 2021.**

5. Tenders will be opened at 10.00a.m. at TWWDA Resource Centre on **Thursday 27th May, 2021** in the presence of Tenderers representatives who choose to attend.

NB:

1. Communication to bidders shall be through TWWDA official email and/or official letter. Any telephone calls by persons purporting to be representatives of TWWDA should be verified and confirmed through **TWWDA hot line numbers 0704341689.**
2. Tana Water Works Development Agency does not charge any fees in order to award tenders and anyone soliciting for any payments in relation to the award of this tender should be reported to authorities.

SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

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

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the TWWDA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for a hard copy of the tender document shall be Kshs.1,000/=
- 2.2.3 TWWDA shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
 - a) Instructions to Tenderers
 - b) General Conditions of Contract
 - c) Special Conditions of Contract
 - d) Schedule of Requirements
 - e) Details of Insurance Cover
 - f) Form of Tender

- g) Price Schedules
 - h) Contract Form
 - i) Confidential Business Questionnaire Form
 - j) Tender security Form
 - k) Performance security Form
 - l) Declaration Form
- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

- 2.4.1 A Candidate making inquiries of the tender documents may notify the TWWDA by post, fax or by email at the TWWDA's address indicated in the Invitation for Tenders. TWWDA will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the TWWDA. Written copies of the TWWDA response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 2.4.2 TWWDA shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.
- 2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.5 Amendment of Tender Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, TWWDA, 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, TWWDA, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

- 2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and TWWDA, shall be written in

English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

2.7.1 The tender prepared by the tenderer shall comprise the following components:

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

2.8. Form of Tender

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

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price (tender sum) 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, VAT and other taxes payable.

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

2.9.4 Amendments or Variations to this contract for the second year of service, if the service is renewed, shall be in accordance with the provisions under section 139 of the public procurement and Asset Disposal Act, 2015. Notwithstanding this provision, the procuring entity may terminate extension of this contract if the proposed variation by the contracted service provider is not supported by any sustainable evidence of market dynamics or such variation/s renders the total proposed price to be beyond the client's budgetary allocation/s for this service. No assumptions/or projections of future expenditures/Claims, relating to this service of Insurance shall be used by the Service provider as a basis for price variations for the subsequent year, rather actual past claims shall be the basis for determining any amendments or variations to this contract. The

onus for confirming the actual claims shall lie with the Insurance Company and be confirmed by the client.

- 2.9.5 Proposal for any price amendments or variation/s for the subsequent year of service, if any, shall be communicated in writing to the Procuring entity at least three (3) months in advance before the end of the year of service, failure to which no such price variation/s shall be effected or be considered a subject of negotiation by the procuring entity. Such communication shall be through electronic means and in hard copy (ies).
- 2.9.6 Any amendment(s)/variation(s) of price(s) shall in no way affect the quality of the ensuing insurance services, whereof such services shall maintain their quality based on the procuring entity's appraisals and ratings. Agreement(s) by both parties to the price amendment(s)/variation(s) shall be a subject of `settling` or otherwise within one (1) month following a formal communication by either party; and subsequent negotiation meetings, in which case termination processes shall commence if NO agreement has been reached by both parties within the set duration.

2.10. Tender Currencies

Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

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

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

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall be 2% of the total bid price from a reputable bank valid for **180 days** from the date of tender submission.
- 2.12.3 The tender security is required to protect TWWDA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a commercial bank holding a current license from the Central Bank of Kenya, in the

form provided in the tender documents or any other form acceptable to TWWDA and valid for thirty (30) days beyond the validity date of the tender

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

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

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

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity.
- (b) In the case of a successful tenderer, if the tenderer fails:
To sign the contract in accordance with paragraph 2.28 or to furnish performance security in accordance with paragraph 2.29
- (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **150 days** after date of tender submission pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by TWWDA for being non-responsive.

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

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

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

tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) Be addressed to the C.E.O, TWWDA at the address given in the Invitation to Tender.
 - (b) Bear tender number and name in the invitation to tender and the words, **“DO NOT OPEN BEFORE Thursday 27th May, 2021 at 10.00am local time.**
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, TWWDA 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 TWWDA at the address specified under paragraph 2.15.2 not later than **Wednesday 19th May, 2021 at 10.00a.m local time.**
- 2.16.2 TWWDA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of TWWDA and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit the tender box shall be received by the TWWDA as provided for in the appendix on page 16.

2.17. Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by TWWDA prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18 Opening of Tenders

- 2.18.1 TWWDA will open all tenders in the presence of tenderers' representatives who choose to attend on Thursday **27th May, 2021 at 10.00am local time** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as TWWDA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 TWWDA will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 TWWDA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis.
- (a) 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.
 - (b) If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited.
 - (c) If there is a discrepancy between words and figures, the amount in figures will Prevail.
- 2.20.3 TWWDA may waive any minor error(s) in a tender which does/do not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, TWWDA 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. TWWDA'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 TWWDA and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.21. Conversion to single currency

- 2.21.1 Where other currencies are used, TWWDA 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 TWWDA will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 TWWDA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.
- (a) Operational plan proposed in the tender;

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

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

(a) Operational Plan

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

2.22.4 Deviation in payment schedule

Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. TWWDA may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 14 days from the date of opening the tender.

2.23. Contacting TWWDA

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the TWWDA 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 TWWDA in its decisions on tender evaluation, tender comparison, or contract award shall result in the rejection of the Tenderers' tender.

2.24 Post-qualification

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

2.24.2 The determination will take into account the tenderer'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 2.11.2, as well as such other information as TWWDA deems necessary and appropriate

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

2.25 Award Criteria

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

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

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

2.26 TWWDA's Right to accept or Reject any or all Tenders

2.26.1 TWWDA 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 TWWDA's action. If TWWDA determines that none of the tenders is responsive, TWWDA shall notify each tenderer who submitted a tender.

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

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

2.27 Notification of Award

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

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and TWWDA pursuant to clause 2.9.

Simultaneously the other tenderers shall be notified that their tenders were not successful.

- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 TWWDA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

- 2.28.1 At the same time as TWWDA notifies the successful tenderer that its tender has been accepted, TWWDA will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Notification of Award, the successful tenderer shall sign and date the acceptance of award and return it to TWWDA.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 14 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to TWWDA.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event TWWDA may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

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

Appendix to Instructions to Tenderers

The following information for the procurement of medical Insurance Services shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	Eligible tenderers shall be Kenyan registered Insurance underwriters facilitating Insurance, with valid operation license issued by Insurance Regulatory Authority (IRA) – Kenya
2.4.3	Preference not applicable
2.9.4	Amendment(s)/Variation(s) to be in strict compliant with the PPAD Act 2015, section 139; be supportable by recent-past clear market dynamics, within the client's budget and to be based on the actual/incurred past claims from the service provide (Insurance Company).
2.9.5	Intended amendment(s)/variation(s) from a previous annual's sum(s) to be communicated by either party NOT less than three (3) months prior to the date set for termination/end of the annual duration of service (or any other set duration as the case may be), through electronic (soft copies) and printed (hard copies) media.
2.12	Tender Security shall be 2% of the total bid price from a reputable bank valid for 180 days from the date of tender submission.
2.14.2	The number of copies to be submitted shall be two (one original and one copy).
2.15.2 (b)	The tender shall be opened on Thursday 27th May, 2021 at 10.00am local time
2.16.1	The Tender shall close on Wednesday 19th May, 2021 Not later than 10.00am local time.
2.16.3	Bulky tender documents shall be received in properly sealed envelopes as per instruction at the Procurement office and entered in a register for receipt of bulk documents and signed for by the delivering person provided they are delivered earlier than one (1) hour before the closing time, after which the tenderer shall be required to place the tender documents at the tender box designated area.
2.18.1	The Tender shall be opened at 10.00 a.m. local time on 27th May, 2021 .
2.20 & 2.22	In addition, the evaluation criteria provided in the special condition of contract shall be taken into account.
2.29.1	Performance Security from the successful bidder shall be 10% of the quoted tender sum/contract price and be in form of a Bank Guarantee to be submitted not less than 14 days and not more than 28 days after signing the contract.

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

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

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

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

3.5. Patent Rights

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

3.6 Performance Security

- 3.6.1 Within twenty eight (28) days of receipt of the notification of intention to enter into a contract, the successful tenderer shall furnish to TWWDA a performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to TWWDA as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to TWWDA and shall be in the form of:
- a) A Bankers Cheque or
 - b) A Bank Guarantee.
- 3.6.4 The performance security will be discharged by TWWDA and returned to the tenderer not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

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

3.8. Payment

- 3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.82. Payment shall be made promptly by TWWDA, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

3.9. Prices

- 3.9.1 Prices 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 quoted by the tenderer in its tender or in the TWWDA's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 15% of the original contract price
- 3.9.4 Price variation requests shall be processed by TWWDA within 30 days of receiving the request (as explained under 2.9.4, 2.9.5 and 2.9.6).

3.10. Assignment

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

3.11. Termination for Default

- 3.11.1 TWWDA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Insurance Company terminate this Contract in whole or in part:
 - (a) If the Insurance Company fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by TWWDA.
 - (b) If the Insurance company fails to perform any other obligation(s) under the Contract
 - (c) If the Insurance company in the judgment of TWWDA has engaged in corrupt or fraudulent practices in competing for or in executing the contract

- 3.11.2 In the event TWWDA terminates the contract in whole or in part, it may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the previously engaged Insurance Company shall be liable to TWWDA for any excess costs for such similar services. However the Insurance Company shall continue performance of the contract to the extent not terminated.

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

- 3.13.1 TWWDA by written notice sent to the Insurance Company, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the TWWDA convenience, the **extent to which** performance of the contract is terminated and the **date on which** such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination TWWDA may elect to cancel the services and pay to the Insurance Company an agreed amount for partially completed services.
- 3.13.3 Normal termination of this contract shall be effected after a written notice, at least thirty (30) days prior to the pre-determined actual date of such termination, and shall also be deemed as termination for convenience.

3.14 Resolution of Disputes

- 3.14.1 TWWDA and the Insurance Company shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

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

3.16. Applicable Law

- 3.16.1 The contract shall be interpreted in accordance with the laws of Kenya.

3.17 Force Majeure

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

3.18 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 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.

4.2 Tendering Notes

- 4.2.1 The Tenderer is required to check the number of pages and should any is found to be missing or in duplicate or the figure or writing indistinct, the Procuring entity must be informed at once and have the same rectified before the closure date/date of submission of this tender.
- 4.2.2 Should the Tenderer be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, he must inform TWWDA in order that the correct meaning may be decided upon before the date for submission of the Tender.
- 4.2.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Tenderer's Tender due to mistakes which should have been rectified in the manner described above.
- 4.2.4 It is the sole responsibility of the tenderer to ensure that all the documents submitted are hard bound (and not spiral bound or bound in other loose manner/s) and TWWDA shall not take any responsibility or liability for any loss or misplacement of loose documents.
- 4.2.5 The Tenderer shall not alter or otherwise qualify the text of this Tender Document. Any alteration or qualification made without authority will be ignored and the text of the Tender Document as printed will be adhered to.
- 4.2.6 The Tenderer shall ensure that the conditions set out below are met in full. Failure to provide the same shall lead to rejection of the tender.
- 4.2.7 The insurance firm shall be required to demonstrate honesty and integrity in handling and delivery of the required services within the stipulated time. They shall also be required to exhibit professionalism through prompt response to queries on policy wording and interpretation. ***Please note that this will form part of TWWDA's assessment/s on performance through the contract period and failure to meet the above may jeopardize future business with TWWDA. Any Insurance underwriter with past adverse service in terms of premium remission shall be eliminated at preliminary stage.***
- 4.2.8 The duration of the contract shall be two (2) years renewable annually on the due date and subject to successful annual performance appraisal of the service

provider and provision of a revised list of requirement by the TWWDA. TWWDA also retains the right to terminate the contract at any stage on the basis of poor performance on the part of the Insurance underwriter basing on the set performance criteria as agreed in the Insurance policy.

- 4.3** The tender is open to underwriters for direct participation and they shall be evaluated basing on their applicable evaluation criteria as shown below. The award of the contract will be based on categories which imply that different insurance firms may be awarded different lots in the tender.



4.4. EVALUATION CRITERIA

4.4.1 STAGE ONE

1.	MANDATORY REQUIREMENTS	Yes	No	Remarks
	The Underwriter shall meet the following conditions and MUST submit copies of relevant documents:			
	a. Must be registered with the Insurance Regulatory Authority (IRA) for the current year and a copy of the current license must be submitted.			
	b. Must attach a copy of current membership certificate with Association of Kenya Insurers (AKI).			
	c. Must have done annual gross premiums in previous year of not less than Ksh350million			
	d. Must have paid-up capital of at least Ksh150 million			
	e. Must submit copies of the audited accounts for the last three years which must be signed by the auditor and the director) with current ratio of 2:1 at least for the 3rd year.			
	f. Must submit copies of the following documents; (i) Valid Tax Compliance Certificate			
	g. Tender documents have been submitted in the required format i.e. original copy and Duplicate copy, Hard bound, Correctly addressed to the Procuring Entity;			
	h. The submitted tender security is in the required form, amount and validity period;			
	i. The tender has been signed by the person lawfully authorized to do so;			
	j. Tender validity is for a duration of 150 days following the date of tender submission as required;			
	k. Submission of valid documents listed below:-			
	l. Certificate of Company Registration under the Companies Act, Cap 486 and in existence for at least Five (5) years			
	m. Current Registration Certificate as an Insurance firm issued by the Insurance Regulatory Authority (IRA) for the current year. A copy must be attached.			
	n. Current membership certificate with Association of Kenya Insurers (AKI). A copy must be attached.			
	o. Evidence/proof of operating Insurance business for the last three (3) years			
	p. Evidence/proof of operation/working relationship agreements with at least three (3) major organizations;			
	q. Bank Guarantee of 2% of the bid amount from a reputable bank valid for 180 days from the closing date of the tender.			
	r. Proof of Re-insurance treaties			

	s. Company profile and key staff CVs including at least one medical personnel;			
	t. Original copy of a `current CR12` (Less than 3 months old from date of tender submission) certificate (Registrar of Companies` system generated document)-(applies for Companies only)			
	u. NSSF Compliance certificate;			
	v. The bid document/s to be systematically paginated.			
	w. List of current Directors with their respective shareholding and details of their citizenship (Attach IDs and other identification documents)			
	x. Evidence/proof of having done annual gross premiums in previous year (2020) of not less than Ksh350 Million.			
	y. Evidence/proof of the underwriter having paid-up capital of at least Ksh150 Million (authenticated by IRA)			
	<p>Any evaluated Bid(s), which do not satisfy any of the above requirements, shall be rejected and shall not be considered further.</p> <p>Reasons for disqualification (if any)</p> <p>.....</p> <p>.....</p>			

STAGE 2 – OTHER REQUIREMENTS

In this stage bidders are to be evaluated on marks. Any bidder who does not achieve at least 75% score at this stage does not proceed to stage 3

	TECHNICAL EVALUATION REQUIREMENTS	Marks
1	<p><u>1.Key Personnel Qualifications and Company's past Experience/Operation performance (25points)</u></p> <p>(a) <u>Key Personnel Qualifications and experiences – 25 points</u></p> <p>List / provide at least four (4) key professional staff with specific portfolio/task each with the following minimum qualification and experience:</p> <p>a) Principal Officer / Contract Manager must have a minimum of Undergraduate (Bachelor) degree in insurance or Actuarial Science plus an Associate of the Chartered Insurance Institute or equivalent [attach copies of qualification certificates – 3 points for each certificate – total 6 points] with not less than seven years' experience as a senior manager in the insurance industry {3 points or prorate for less years of experience} – (total 9 points)</p> <p>b) The other three must have a minimum of a Diploma of the Chartered Insurance Institute or equivalent [attach copies of qualification certificates - 2 points each] with at least five years' experience in the insurance industry handling Medical Insurance s related covers {2 point each or prorate for less years of experience} – (total 12 points) and;</p> <p>c) Certified CVs signed by both the employer and the employee {1 point each} – (total 4 points)</p>	<p>9</p> <p>12</p> <p>4</p>
	<p><u>Company's past Experience/Operation performance – (50) points) -</u></p> <p>➤ The company must have offered medical Insurance cover and Last expense to at least 3 large corporate clients with a minimum of at two hundred (200) employees each and have serviced them and can demonstrate past experience in providing similar services. Provide details of client as below:</p> <p>a) Names {2point each},</p> <p>b) Addresses {2 point each}</p> <p>c) Contact persons {3 point each}</p> <p>d) Clients employee number of not less than two hundred (200) each {1point each or zero for less}</p> <p>e) Attaching any evidence like letters of engagement, Contract</p>	<p>6</p> <p>6</p> <p>9</p> <p>3</p>

	award etc. from the said clients { 3 points each or zero for none }	6
	<p>➤ Provide actual turnaround time for settling claims (attach evidence) – 15 points</p> <p>Present the total number falling within the limits given below:</p> <ul style="list-style-type: none"> • 0 – 15days – 15 points • 15 – 30 days – 10 points • 30 – 45 days – 5 points • Beyond 45 days – 0 points 	15
	➤ Previous experience with TWWDA (must be good standing)	5
	3. Business support – 25 points	
	<p>(a) Reinsurance Cover (10 points) - Underwriter</p> <p>The tenderer recommended underwriter must have a Reinsurance policy in place from a well-known and registered Insurance/Reinsurance Company. State or provide the name(s) of the Reinsurance Company (ies) and attach evidence in the form of reinsurance slip (s) or cover notes. – 10 points</p>	10
	<p>(b) Highest business volumes handled in the last three (3) years related to Medical Insurance cover (10 points)</p> <ul style="list-style-type: none"> • Over Ksh100 million – 10 points • Ksh50 – 100 million – 5 points • Below Ksh50 million – 0 points 	10
	<p>(c) Tenderers' appointed Bankers – 1.5 point and authority to seek references – 1.5point (authority should be given in writing) – total 3 points</p>	3
	<p>(d) Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount. If none, state so – 2 Points. If not stated score is zero.</p>	2
	TOTAL MARKS (%)	100

Note:

Only Tenderers scoring a minimum of 75% of the total technical score (stage two) shall proceed to stage three for financial/quotation comparisons.

STAGE THREE

4.4.5 Financial (Premium) Comparison and checking for arithmetic errors if any

RECOMMENDATIONS (S)

4.4.6. The insurance company that scores the highest technical scores and presents the most affordable offer shall be deemed to be the lowest evaluated tenderer(s) and shall be recommended for award as appropriate.

4.5. SCOPE OF SERVICES

4.5.1 Background

Tana Water Works Development Agency (TWWDA) intends to engage Insurance underwriter to offer medical cover (both in-patient and out-patient) to its members of staff in Grade levels 1 to 7 as per the medical details below.

4.5.2 Fully Insured Inpatient Medical Insurance

The envisaged in-patient medical scheme required shall cater for illness requiring hospitalization which includes:

- Admission to hospital
- Treatment while in hospital
- Discharge from hospital and post hospital treatment
- Last Expense

4.5.3 Fully Insured Outpatient Medical Insurance Cover

The envisaged out-patient medical scheme caters for illnesses that do not require hospitalization. The medical service provider shall be expected to provide an improved scheme that entails benefits which ensure members of staff and their eligible dependents receive quality health care possible.

4.5.4 Particulars of Cover

Tana Water Works Development Agency (TWWDA) currently expects an enhanced family cover to one principal member, a spouse and four children under **18 years, or up to age of 25 years** with evidence of schooling.

4.6. EXPECTED OUTPUT / DELIVERABLES

4.6.1 Quality Medical Services

- (i) Every eligible member will have a plan that includes comprehensive and enhanced Health care benefit.
- (ii) Avoid denials of health care based on discriminatory conditions, race or gender

4.6.2 Increasing choice and competitiveness

That the Insurance underwriter will create competitive health provision based on quality and price that lead to better coverage and care.

4.6.3 Improving quality care for TWWDA member of staff and their dependants

The Insurance underwriter is expected to run preventive programmes that will result in improved health and well-being and productivity at work for all.

4.6.4 Protecting staff from waste and abuse

- (i) That the Insurance Firm shall provide transparent plans in the health exchange so that the consumers have clear and complete information in plain English needed to select the plan that best meet their needs. Continuously educate TWWDA staff members on the running of the medical scheme.
- (ii) Simplified paper work and other administrative burdens
- (iii) Nobody should be denied health services because of pre-existing conditions.

4.7 DETAILS/SCOPE OF THE MEDICAL COVER

Tenderers/Bidders shall provide full information on the items stated below and failure to do so may lead to rejection of the tender/bid.

4.7.1 Disclosure of vital information related to the cover

- (a) The bidders/tenderers must provide;
 - 1. Full details of what the cover provides
 - 2. All the eligible expenses included in the inpatient and outpatient covers.
 - 3. Full details of what the covers exclude.
 - 4. Dependant/s` eligibility.

4.7.2 Disclosure on Coverage

The tenderer is required to provide the following;

- (i) Full details of Counties where the medical provider or insurance company is represented.
- (ii) The appointed hospitals, clinics and doctors across the country who can be accessed by employees and their dependants.
- (iii) Full details of medical cover for members while on duty outside Kenya and exclusions that are applicable.

This is in recognition or consideration that employee's family may not necessarily be staying with the employee, some may be staying in different parts of the country. Likewise a TWWDA member of staff may also travel out of the country on official duties.

4.7.3 Scheme Administration

Give a detailed report on how the covers will be administered. Give analysis on how the service provider intends to address the following issues of procedures.

- (a) Admission of new and exit of members into the cover.
- (b) Admission of members of pre-existing conditions into the cover
- (c) Procedure to be followed for the overseas cover
- (d) Procedure to be followed to cover maternity cases
- (e) Give details of the claims settlements turnaround time. Note that time indicated will be used to review the performance of the contract.
- (f) Bidders should provide documentary proof that they are financially sound (refer to Mandatory requirements).

4.8. SCOPE OF REQUIREMENT / EXTENT OF SERVICES TO BE PROVIDED

The Insurance /Firm will be expected to provide;

(i) Outpatient services:

Provide quality outpatient medical services. The medical services should include full diagnosis and treatment following illness.

(ii) Inpatient services:

Provide quality inpatient medical services. The inpatient scheme should encompass the following benefits:

- i. Hospitalization including full diagnosis and treatment following illness.
- ii. Accident hospitalization
- iii. Worldwide cover
- iv. Any additional benefit(s) should be specified by the bidder
- v. In-patient optical services of up to Ksh100,000.00 (As per price schedule)
- vi. In-patient dental services of up to Ksh100,000.00
- vii. Pre-existing, chronic and HIV/ AIDS limit of not less than Ksh.1, 000,000.
- viii. Enhanced Covid – 19 Cover, both inpatient and outpatient

(iii) Maternity services:

Provide maternity to take care of antenatal, delivery and post natal services

(iv) Optical services:

Provide Outpatient optical services

(v) Dental services: -

Provide Outpatient dental services

(vi) Last Expense:

Provide last expense of Ksh100, 000.00 as a free benefit

(vii) Service Providers

The Insurance Firms identified should have an extensive and reputable network of hospitals, clinics, pharmacies and laboratories within easy reach of TWWDA staff and their dependants.

(viii) Out stations:

TWWDA staff may be required to perform their duties out of their working stations or travel within the country or overseas to attend to official duties. Provision for such cases should be in the proposal.

(ix) Transitional arrangements

Tenderers should provide detailed Transitional arrangements on how to cover pre-existing conditions. Include exclusion clauses in the Proposal.

(x) Periodic Reports

Service provider shall be expected to submit periodic reports (quarterly reports on the claims experience of the covers) on cover performance

4.9 FACILITIES TO BE PROVIDED BY TWWDA

1. Provide information required for the Assignment within reasonable time of request through the CEO`s office.
2. Provide timely comments on documents prepared by the Insurer related to the Assignment through the CEO`s office.
3. Provide details in updated form of employees as to promotion, new appointment or exit and any other details as may be requested by the Insurance Firms from time to time through the CEO`s office.

4.10. PAYMENT

The payment shall be on confirmation of commencement of the covers or as agreed during pre-contract negotiations.

4.11. SPECIAL CONDITIONS OF CONTRACT AS RELATES TO THE GENERAL CONDITIONS OF CONTRACT

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Shall be valid Bank Guarantee equivalent to 10% of the total premium
3.7 Delivery of Services	Shall be to Board Members, Staff (and dependents) Medical Insurance covers effective from the date indicated in the signed contract with an option of renewal subject to satisfactory performance and revision of beneficiaries register.
3.8 Payment	Upon commencement of cover either once or twice (on equal installments at the beginning and at policy mid-term)
3.16 Applicable law	Shall be the laws of Kenya
3.18 Notices	The C.E.O, Tana Water Works Development Agency, P.O. Box 1292-10100 NYERI.

4.12. DELIVERY PERIOD

The contract period is ONE (1) year from commencement date and renewal if any for the 2nd year shall be subject to appraised performance of the service provider and revised beneficiaries' data from the TWWDA and or reconfirmation of sum insured. The TWWDA

however reserves the right to terminate the contract at any stage on the basis of provider's poor performance and failure to rectify the said poor performance in the timelines set out in the contract.



SECTION V: - SCHEDULE OF REQUIREMENTS

Cat.	TWWD A Grades	No. of Staff	Inpatient Limit (Kshs.)	Outpatient Limit (Kshs.)	Optical (Kshs.)	Dental (Kshs.)	Maternity
A	Board of Manageme nt (M Only)	5	2,000,000	100,000			
B	Senior Level (M + 5)	11	2,000,000	500,000	100, 000	100,000	200,000
C	Middle Level (M+5)	20	1,200,000	300,000	100,000	100,000	200,000
D	Lower Level (M+5)	37	1,000,000	200,000	100,000	100,000	200,000

KEY

M - Principal Member (Category A & D)

M + 5 - Principal Member plus five dependents (Category B, C & D)

NB

- i. Optical, Dental and Maternity Benefits are stand-alone cover (these are not sub-limits).
- ii. Reimbursements should be 100% for Doctors who are not in the panel



SECTION VI: - PRICE SCHEDULE

PRICE SCHEDULE FOR INSURANCE CATEGORIES

PRICE SCHEDULE FORM

(A) IN-PATIENT MEDICAL COVER

Category	Proposed limits per principal member and his/her dependents per year	Expected total No. of Population	Unit Rate of Premium per year (Kshs.)	Total Premium per year (Kshs) inclusive of applicable taxes
Cat A	2,000,000	5		
Cat B	2,000,000	46		
Cat C	1,200,000	69		
Cat D	1,000,000	138		
	GRAND TOTALS	258		

(B) OUT-PATIENT MEDICAL COVER

Category	Proposed limits per principal member and his/her dependants per year	Expected total No. of Population	Unit Rate of Premium per year (Kshs.)	Total Premium per year (Kshs) inclusive of applicable taxes
Cat A	100,000	5		
Cat B	500,000	46		
Cat C	300,000	69		
Cat D	200,000	138		
	GRAND TOTALS	258		

(C) OPTICAL – Stand Alone



Category	Proposed limits per principal member and his/her dependants per year	Expected total No. of Population	Unit Rate of Premium per year (Kshs.)	Total Premium per year (Kshs) inclusive of applicable taxes
Cat B	100,000	46		
Cat C	100,000	69		
Cat D	100,000	138		
	GRAND TOTALS	253		

(D) DENTAL – Stand Alone

Category	Proposed limits per principal member and his/her dependants per year	Expected total No. of Population	Unit Rate of Premium per year (Kshs.)	Total Premium per year (Kshs) inclusive of applicable taxes
Cat B	100,000	46		
Cat C	100,000	69		
Cat D	100,000	138		
	GRAND TOTALS	253		

(F) MATERNITY – Stand Alone

Category	Proposed limits per principal member and his/her dependants per year	Expected total No. of Population	Unit Rate of Premium per year (Kshs.)	Total Premium per year (Kshs) inclusive of applicable taxes
Cat B	200,000	11		
Cat C	200,000	20		
Cat D	200,000	37		
	GRAND TOTALS	68		

(i) Claim Ratio - 83%

(ii) Staff List, Age and Family size (See Appendix 11)



STAFF LIST, AGE AND FAMILY SIZE

B. Senior Level Staff

S/No	Principal Member	Age of Principle Member	Spouse	Spouse Age	No. of Dependents	Ages bracket of dependants
1.	1	55	1	52	2	16yrs – 24yrs
2.	1	54	1	52	3	9yrs – 24yrs
3.	1	46	1	42	4	5yrs – 16yrs
4.	1	45	1	50	3	7yrs -22yrs
5.	1	50	1	46	4	10yrs – 21yrs
6.	1	59	1	51	0	0
7.	1	47	1	42	3	7yrs -20yrs
8.	1	49	1	47	0	0
9.	1	39	1	37	2	3yrs – 10yrs
10.	1	38	1	38	2	3yrs – 9yrs
11.	1	61	1	57	1	21yrs
	11		11		24	

C. Middle Level Staff

S/No	Principal Member	Principal Age	Spouse	Spouse Age	No of Dependants	Ages bracket of dependants
1.	1	37	1	36	2	5yrs – 6yrs
2.	1	37	1	37	1	7yrs
3.	1	56	1	55	0	0
4.	1	52	1	50	1	9yrs
5.	1	53	1	56	1	15yrs
6.	1	53	1	32	3	3yrs – 13yrs
7.	1	48	1	40	3	6yrs -19yrs
8.	1	58	1	59	0	0
9.	1	59	1	41	2	23yrs -25yrs
10.	1	57	1	53	2	8yrs – 22yrs
11.	1	32	1	30	1	3yrs
12.	1	41	1	41	3	4months – 11yrs
13.	1	37	1	29	1	5yrs



14.	1	41	1	37	2	2yrs – 8yrs
15.	1	53	1	58	2	18yrs – 25yrs
16.	1	35	1	32	2	3yrs – 5yrs
17.	1	38	1	28	2	2yrs – 8yrs
18.	1	31	1	25	1	2yrs
19.	1	50	1	41	2	15yrs – 24yrs
20.	1	27	0	0	0	0
Total	20		18		31	

D. Lower Level Staff

S/No	Principal Member	Principal Age	Spouse	Spouse Age	No of Dependants	Ages bracket of dependants
1.	1	36	0	0	0	0
2.	1	32	0	0	1	1yr
3.	1	37	1	41	2	2yrs - 7yrs
4.	1	37	1	37	3	1yrs - 11yrs
5.	1	42	1	40	2	7yrs -9yrs
6.	1	50	1	41	3	14yrs -25yrs
7.	1	43	1	41	2	4yrs- 7yrs
8.	1	49	0	0	0	0
9.	1	53	1	41	2	7yrs – 12yrs
10.	1	56	1	50	2	23yrs -26yrs
11.	1	54	1	42	4	10yrs- 24yrs
12.	1	59	1	64	0	0
13.	1	52	1	50	1	17yrs
14.	1	60	1	58	2	11yrs -25yrs
15.	1	43	1	41	0	0
16.	1	59	1	41	2	20yrs -25yrs
17.	1	53	1	43	3	20yrs -25yrs
18.	1	54	1	41	1	25yrs
19.	1	40	1	41	4	14yrs – 18yrs
20.	1	48	1	47	3	15yrs -26yrs
21.	1	47	1	41	4	5yrs – 20yrs
22.	1	50	1	41	4	6yrs – 25yrs
23.	1	57	1	62	0	0
24.	1	49	1	44	4	1yrs – 23yrs



25.	1	35	0	0	1	2yrs
26.	1	36	1	34	3	5yrs -9yrs
27.	1	35	1	39	2	6yrs – 9yrs
28.	1	37	1	34	3	1yr -14yrs
29.	1	45	1	51	2	5yrs – 26yrs
30.	1	39	1	42	2	2yrs – 13yrs
31.	1	48	1		3	3yrs – 18yrs
32.	1	30	1	32	1	6yrs
33.	1	27	1	26	1	3yrs
34.	1	30	1	29	1	4yrs
35.	1	29	0		0	0
36.	1	32	1	37	1	3yrs
37.	1	38	1	41	0	0
Total	37		32		69	

Price Schedule Summary Form

Please summarize the quoted Annual Premiums for Inpatient, Outpatient, in the table below:

Class/Risk No.	Description of Insurance Cover	Total Premium (Kshs.)	Proposed Underwriter / Insurance Co.	State the following if any			
				Excess	Free cover limit	Liability limit	others
1.							
2.							
3.							
4.							
GRAND TOTALS							

Signature of tenderer _____

Official Rubber Stamp _____

Note:

In case of discrepancy between the unit rate and the total premium, the unit rate shall prevail.



SECTION VII - STANDARD FORMS

Notes on the standard Forms

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



7.1 Form of Tender

To:

Date: _____

The C.E.O

Tana Water Works Development Agency

P.O. Box 1292-10100

NYERI

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of
.....[Total Tender amount in words and figures Inclusive of VAT]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 General Insurance services and Group Personal Accident Services in accordance with the conditions of the tender.

3. We agree to abide by this Tender during the **150 days** of Tender Validity period from the date fixed for Tender submission in the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2021

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Company Stamp / Seal.....



7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General:

Business Name Location of business premises
..... Plot No. & Name of Premise
Street/Road
Postal Address Tel. No. Fax
Email
Nature of business
Registration Certificate No.

Maximum value of business which you can handle at any one time Kshs.
Name of your bankers.....Branch

Part 2(a) – Sole Proprietor:

Your name in fullAge
Nationality Country of origin
Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public
State the nominal and issued capital of the company –

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TWDA IS ISO 9001:2015 CERTIFIED

Nominal Kshs... ..
Issued Kshs.....

Give details of all directors as follows

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

Date..... Signature of Tenderer

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

Part 2 (d) – Interest in the Firm:

Is there any person/persons in **Tana Water Works Development Agency (TWWDA)** in general who has interest in this firm? Yes/No (Delete as necessary).

I certify that the above information is correct.

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

***Attach proof of citizenship**



7.3 DECLARATION NOT TO BE INVOLVED IN CORRUPT OR FRAUDULENT PRACTICES

TO: The Chief Executive Officer Date: _____

Tana Water Works Development Agency

P.O. Box 1292-10100, NYERI

Ladies and/or Gentlemen,

Being duly authorized to represent and act on behalf of _____
(name of firm) (herein after referred to as `the Applicant`) and having reviewed and fully understood all of the tender information provided, the undersigned hereby admits that _____(name of the firm) has Never Been Involved in any Corrupt or Fraudulent Practice/s and further commit Not to be Involved in any Corrupt or Fraudulent Practices and that We Shall Observe the Highest Standard of Ethics during the Procurement Process and Execution of Contracts.

We further agree (by signing this declaration hereunder) that failure to comply with the above may lead to:

- i. Rejection of our proposal;
- ii. Having our firm`s details submitted to the Public Procurement Regulatory Authority (PPRA) for the purpose of debarring our firm from participating in public procurement in Kenya

Signed:	Signed:	Signed:
Name:	Name:	Name:
Designation:	Designation:	Designation:



7.4 TENDER SECURITY FORM

WHEREAS (Hereinafter called “the Tenderer”) has submitted his Tender dated for Provision of **Medical Insurance Services: Tender No. TWWDA/T/013/2021-2023**. KNOW ALL PEOPLE by these presents that WE having our registered Office at(hereinafter called “the Bank”), are bound unto.....(hereinafter called “the Employer”) in the sum of Kshs..... 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.....20.....

THE CONDITIONS of this obligation are:

1. If after Tender opening the Tenderer withdraws his Tender during the period of Tender Validity specified in the instructions to Tenderers

Or
2. If the Tenderer, having been notified of the acceptance of his Tender by the Employer during the period of Tender Validity:
 - a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;
 - c) Rejects a correction or an arithmetic error in the Tender.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, 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 said date.

(date)

(signature of the Bank)

(witness)

(seal)

7.5 PERFORMANCE SECURITY FORM

To:
[Name of TWWDA]

WHEREAS [name of tenderer]
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____
_____ [reference number of the contract] dated _____ 20 _____ to
supply
[Description of insurance services] (Hereinafter called “the Contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract
AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of [Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 ____

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]



7.6 LETTER OF NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT

Address of TWWDA

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR CHIEF EXECUTIVE OFFICER

7.7 FORM OF AGREEMENT

This agreement covers a duration of one year from _____ (Day/Month/Year) (_____) (words)) to and including _____ (Day/Month/Year) between MS, of Post Office Number _____, _____ (Main town/Country), in the _____ (Country) (hereinafter called the 'Service Provider, External Provider or Insurer' which expression shall where the context so admit include it's successors and permitted assigns) of the one part

AND

TANA WATER WORKS DEVELOPMENT AGENCY (TWWDA) P.O Box 1292-10100, NYERI (hereinafter called "Procuring Entity" or 'Insured' which expression shall where the context so admits include its successors and permitted assigns) of the other part.

WHEREAS

- a) The said external provider has agreed to provide **Medical Insurance** Services as per the provisions in the submitted tender for the provision of the said services as listed under (2) below at an annual amount of KES _____ (_____) in **words) exclusive VAT**, being the annual premium payable for the stated year for the provision of the comprehensive medical insurance cover, including issuing of smart cards to each member, as outlined in the tender document (TWWDA/T/13/2021-2023) as was submitted by the named Service Insurer;

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

(1.0) DURATION

This annual agreement shall commence on _____ (date/Month/Year) and may run up to and including _____ (date/month/year), but could be extendable for another one (1) year subject to provision of satisfactory services by the Company. This contract shall remain in force from the date of commencement until the earliest date of termination by either lapse of the contract's duration or a party giving to the other at least a one (1) month's advance notice in writing to that effect expiring on the last day of any succeeding calendar month thereafter.

(2.0) CONTRACT PRICE AND PRICE ADJUSTMENTS/VARIATIONS

- 2.1 In consideration for the provision of a comprehensive medical Insurance cover for the Procuring Entity, as described under this contract, the Insured hereby agrees to pay the Insurer an annual premium amount of **KES** _____ (_____) **in words) exclusive of VAT**;
- 2.2 Payment shall be made to the Insurer before commencement of cover or immediately upon execution of this contract;
- 2.3 Amendments or Variations to this contract shall be in accordance with the provisions under section 139 of the public procurement and Asset Disposal Act, 2015. Notwithstanding this provision, the procuring entity may terminate extension of this contract (as provided for under 1.0) if the proposed variation by the

contracted service provider is not supported by any sustainable evidence of market dynamics or if such variation/s render/s the total proposed price to be beyond the client`s budgetary allocation/s for this service.

- 2.4 Proposal for any price amendments or variation/s if any, **MUST** be as provided for under the Procurement law and shall be communicated in writing to the Procuring entity at least two (2) months in advance before the actual date when such variations are intended by the Service provider to be effected, failure to which no such price variation/s shall be effected or be considered a subject of negotiation by the procuring entity. Such communication shall be through the provided email address/es and in hard copy (ies) through the provided post-office address/es;
- 2.5 Any amendment(s)/variation(s) of price(s) shall in no way adversely affect the quality of the prevailing services, whereof such services shall be maintained at their agreed quality level/s basing on the procuring entity`s appraisals and ratings. Agreement(s) by both parties to the price amendment(s)/variation(s) shall be a subject of `settling` within one (1) month following a formal communication by either party and subsequent negotiation meetings, otherwise termination processes shall commence if NO agreement shall have been reached by both parties within one (1) month following such a failure to Agree.

(3.0) CONTRACT DOCUMENTS

The following documents, **as had been contained in the Insurer`s submitted filled tender documents**, shall be deemed to form and be read and construed as part of this Agreement:

- a) Certificate of Incorporation;
- b) List of Directors;
- c) Tender form and the price schedule submitted by the tenderer;
- d) Scope of requirements/Extent of services to be provided;
- e) Instruction to tenderers;
- f) Schedule of requirements;
- g) Details of Insurance cover as contained in both the tender document submitted by the Insurer and supported by the Insurer`s submitted quote;
- h) General conditions of contract;
- i) Special conditions of contract (if any);
- j) Procuring entity`s notification of intention to enter into this contract;
- k) Acceptance letter from the service provider;
- l) Confidential business questionnaire Form;
- m) Tender Security Bond;
- n) Declaration Form;
- o) Policy Document/s and Endorsement.

(4.0) USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.1 A party shall not, without the other`s prior written consent, disclose the contents of this contract, or any provision/s thereof, or any specification/s or information that may be furnished by or on behalf of the other in connection therewith, to any person other than a person employed by the other and with a formal authority of the CEO, in the performance of the Contract;
- 4.2 The Insurer shall not, without the Insured`s prior written consent, make use of any document or Information enumerated in paragraph 4.1 above;

(5.0) ASSIGNMENT

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

(6.0) SEVERABILITY

If any provision of this contract is declared by any judicial or other competent Authority or an Arbitrator appointed hereunder to be void, voidable, illegal or otherwise unenforceable, the parties shall amend that provision in such a reasonable manner as achieves the intention of the parties without illegality and the remaining provisions under this contract shall remain in full force and effect.

(7.0) FORCE MAJEURE

- 7.1 Notwithstanding any provision under this contract, neither party shall be liable to the other to the extent where fulfillment or performance of any terms or provisions of this contract is delayed or prevented by revolution or other civil disorders, wars, acts of enemies, strikes, labor dispute, fires, floods, acts of God, Government or Regulator action; or without limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence it is unable to prevent, whether of the class of causes hereinbefore enumerated or not;
- 7.2 A party affected by an effect of Force Majeure shall notify in writing to the other Party of such an event as soon as possible, and in any event not later than **five (5) days** following the occurrence of such an event, providing evidence of the nature and cause of such an event, and shall similarly give notice of the restoration of normal conditions as soon as possible;
- 7.3 Not later than **fourteen (14) days** after either party, as a result of an event of Force Majeure, has become unable to discharge a material portion of its obligations, the unaffected party may terminate the contract subject to issuance of a written notice;
- 7.4 Failure by a party to fulfill any of its obligation/s hereunder shall not be considered to be a breach of, or default under this contract insofar as such inability arises from an event of force majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms of this contract;
- 7.5 A party affected by an event of force majeure shall take all reasonable measures to remove such Party's liability to fulfill its obligations hereunder with minimum delay.

(8.0) CONFIDENTIALITY AND DATA PROTECTION

Neither party shall at any time disclose, directly or indirectly to any other person whatsoever (including to the Public or any section of the Public) any information concerning this contract or obtained in connection with this Contract or any other information of any nature whatsoever concerning the other party or any other matter regarding the internal affairs of the other Party, whether such information or matter is stated to be confidential or not and without the express written permission of the other party.



(9.0) TERMINATION

9.1 Termination for Default

Either Party may without prejudice to any other remedy for breach of contract, by **thirty (30) days** written notice of default sent to the Insurer, terminate this contract in whole or in part:

- i. If the Insurer fails to render any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by the Party;
- ii. If the Insurer fails to perform any other obligation(s) under this Contract;
- iii. If the Insurer, in the judgment of the Insured has engaged in corrupt and or fraudulent practice (s) in competing for or in executing this contract;

9.2 Termination for Insolvency

The Insured may at any time terminate this contract through a written notice to the Insurer if the Insurer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Insurer, provided that such termination will not prejudice or affect the right of action or remedy, which has accrued or will accrue thereafter to the Insured.

9.3 Termination for Convenience

9.3.1 Either party may by a written notice of not less than **thirty (30) days** sent to the other; terminate this contract

in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for convenience, the extent to which performance of the terminating party is terminated and the date on which such termination becomes effective.

9.3.2 This contract being a one year contract may be extendable for another year subject to exemplary Services from the Insurer to the Insured as described under this contract and the policy.

9.4 Consequence of Termination

In the event the Insured terminates this contract in whole or in part, under either termination for default or for convenience, the Insurer shall refund the Insured prorated premiums for the unutilized period for members who haven't claimed; And such refund/s shall not prohibit the Insured from award of subsequent damages, as may be awarded by the Arbitrator or a competent jurisprudence.

(10) PHYSICAL ADDRESS

- The Parties select as their respective addresses, the addresses set out below for all purposes arising out of or in connection with this contract.
- All processes and notices, including all communications, arising out of or in connection with this Agreement, shall validly be served upon or delivered by the Parties through the addresses below:

Insured: The Chief Executive Officer
Tana Water Works Development Agency (TWWDA)
P.O. Box 1292-10100
NYERI-KENYA
Email: tanawaterboard@yahoo.com



Telephone: 061-2032282/0724259891

Insurer: (Contact)

(11) CHANGE OF ADDRESSES

Either Party may provide changes in the above addresses by a notice in writing given to the other Party as aforesaid.

(12) CONTACT PERSON

12.1 The Insured and the Insurer will each:

- i. Appoint a team or the Organization's secretary as nominated contacts who will be the Central point of liaison between the insured and the Insurer for all routine issues regarding the provisions of the contract herein; and
- ii. Notify each other of the contact details of the nominated contacts and with the contact details of the team/Secretary to act as the nominated contacts should the primary nominated contacts are unavailable.

12.2 For the avoidance of doubt the nominated contacts **WILL NOT** have the authority to amend or vary the terms of this contract and any purported amendment or variation of this contract by the nominated contact team/secretary shall have no effect whatsoever.

(13) GOVERNING LAW

The construction, validity and Performance of this contract shall be governed in all respects by the Law of Kenya.

(14) DISPUTE RESOLUTION

14.1 Amicable Settlement

Both Parties to this contract shall use their best efforts to settle amicably any dispute arising from or in connection with this Contract.

14.2 Arbitration

14.2.1 The Insured and the Insurer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with this Contract;

14.2.2 Arbitration may be commenced prior to or after delivery of the services as stipulated in this contract;

14.2.3 If, after **thirty (30) days**, the Parties will not have resolved their dispute(s) or differences by such mutual Consultation, then either the Insured or the Insurer may give notice to the other Party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of



this matter may be commenced unless such a notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration;

14.2.4 Such Arbitration shall be heard by a single arbitrator to be appointed by an agreement between the parties or in default of such agreement within **fourteen (14) days** of the notification of a dispute, upon the application by either Party, the Arbitrator shall be appointed by the Chairman for the time being of the Kenya Branch of the Chartered Institute of Arbitration of the United Kingdom;

14.2.5 Such Arbitration proceedings shall be conducted in Kenya in accordance with the rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act, 1995;

14.2.6 To the extent permissible by law, the determination of the Arbitrator shall be final, conclusive and binding upon the Parties hereto;

14.2.7 Pending final settlement or determination of a dispute, the parties shall continue to perform their subsisting obligations hereunder.

(15) ENTIRE CONTRACT

15.1 This contract may not be changed, altered or modified in any way except by writing signed by the parties;

15.2 This contract constitutes the entire understanding between the parties hereto and no obligation, condition or Terms, Oral or written shall be incorporated herein except with the consent in writing of both Parties and the validity hereof shall not be affected by any want of Authority or formality howsoever arising;

15.3 Each Party agrees to be bound by the terms and conditions and to comply with all the provisions under this Contract;

15.4 The terms of this contract outline the benefits and terms of the Comprehensive Medical Insurance Cover.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first herein before written.

For and on behalf of **TANA WATER WORKS DEVELOPMENT AGENCY**

Name: _____

Designation: **CHIEF EXECUTIVE OFFICER-TWWD**

Signature: _____

Date of signing: _____ (Day/Month/Year)

In the presence of:

Witness: Name: _____



Designation: **Principal Legal Officer**

Address: **1292-10100, NYERI**

Signature: _____

Date of Signing: _____ (Day/Month/Year)

.....
For and on behalf of the Company: **MS**

Full name of the

Authorized representative: _____

Designation: _____

Signature: _____

Date: _____ (Day/Month/Year)

In the presence of:

Witness: Name: _____

Address: _____

Signature: _____

Date of signing: _____ (Day/Month/Year)



APPENDICES

All tenderers are advised to submit all the required documents and information as appendices in the following manner:

APPENDIX I – All the Mandatory (Statutory) Requirements

APPENDIX 2 - KEY PERSONNEL DETAILS AND COPIES OF ACADEMIC AND PROFESSIONAL CERTIFICATES MINIMUM THREE

(Attached their copies [*highest level*] of academic and professional certificates):

DESIGNATION	NAME	NATIONALITY	SUMMARY OF QUALIFICATION(academic & professional level) AND EXPERIENCE

APPENDIX 3 - CURRICULUM VITAE (CV) in the format shown below

APPENDIX 4 - TENDERERS' RELEVANT EXPERIENCE

APPENDIX 5 – RE-INSURANCE TREATIES

APPENDIX 6 - ANNUAL PREMIUM TURNOVER

(To be certified by the Principal Officer and the firm's External Auditors)

APPENDIX 7 - AUDITED ACCOUNTS FROM TENDERERS

(BROKERS/UNDERWRITERS) FOR THE LAST THREE FINANCIAL YEARS.

(Copies should be certified by the External Auditor and the Principal Officer)

APPENDIX 8 – ALL THE REQUESTED DOCUMENTS AND INFORMATION

APPENDIX 9 - ANY OTHER INFORMATION INCLUDING TENDERERS EXPLANATION OF THE SCOPE OF COVER AND FACILITIES



FORMAT OF CURRICULUM VITAE (CV) FOR PROFESSIONAL STAFF

Proposed Position: _____
Name of Firm: _____
Name of Staff: _____
Profession: _____
Date of Birth: _____
Years with Firm: _____ **Nationality:** _____
Membership in Professional Societies: _____

Detailed Tasks, which will be assigned;

- i).....
- ii).....

Relevant Tasks previously assigned (Please provide dates & locations)

- i).....
- ii).....
- iii).....

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ **Date:** _____
[Signature of staff member]

_____ **Date:** _____
[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____



FORMAT FOR PRESENTATION OF RELEVANT EXPERIENCE

**Relevant five assignments carried out in the Last Three Years
That best illustrates your experience (At least 3 Corporate Clients).**

Using the format below, provide information on five of each reference assignment for which your firm either individually as a corporate entity or in association, was legally contracted.

Assignment Name:		Country	
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):	
Name of Client:		Sum Insured (Kshs):	
Address:		Duration of Policy with Client	
Start Date (Month/Year):	Completion Date (Month/Year):	Date:	Premium (in Kshs)
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:			
Narrative Description of Service:			
Full Description of Actual Services Provided by Your Staff:			

Firm's Name: _____

Name and title of signatory; _____

DECLARATION FORM

STATEMENT OF VERIFICATION THAT THE TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
..... (Name of the Company) who is a Bidder in respect
of **Tender No.** To supply goods, render services and/or carry out works
for National Social Security Fund and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder has not been debarred from participating in procurement
proceeding under Part IX.
3. THAT the aforesaid Bidder will not engage in any corrupt practice and has not been
requested to pay any inducement to any member of the Agency, Management, Staff and/or
employees and/or agents of National Social Security Fund, which is the procuring entity.
4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to
any member of the Agency, Management, Staff and/or employees and/or agents of National
Social Security Fund.
5. THAT what is deposed to hereinabove is true to the best of my knowledge information and
belief.

.....
(Title)

.....
(Signature)

.....
(Date)

