



**UNIVERSITY OF NAIROBI**

|                                                                    |
|--------------------------------------------------------------------|
| <b>TENDER FOR MEDICAL INSURANCE COVER FOR KAVI – ICR EMPLOYEES</b> |
|--------------------------------------------------------------------|

**TENDER NUMBER: UON/T/22/2020-2021**

**DATE OF NOTICE: FRIDAY MARCH 12, 2021**

**CLOSING DATE: TUESDAY MARCH 23, 2021 AT 10.30AM**

**All correspondence to:**  
PROCUREMENT MANAGER  
P.O. BOX 30197 – 00100 GPO NAIROBI KENYA,  
TEL: 4910000/0204913082  
E-MAIL: [manager-procurement@uonbi.ac.ke](mailto:manager-procurement@uonbi.ac.ke)

**Public Procurement and Asset Disposal Act 2015**  
**Public Procurement and Disposal Regulations 2020**

## SECTION –I TENDER

**NOTICE DATE: FRIDAY MARCH 12, 2021**

**TENDER NO: UON/T/11/2020 -2021**

**TENDER NAME: TENDER FOR MEDICAL INSURANCE COVER FOR KAVI – ICR EMPLOYEES**

*The University of Nairobi invites sealed bids from eligible Candidates for Provision of Medical Insurance Cover for KAVI-ICR Employees.*

Prices quoted should be net inclusive of all taxes and delivery and must be in Kenya Shillings, and shall remain valid for (120) days from the date of closing the quotations

**1) MANDATORY REQUIREMENTS**

**Bidders MUST provide the following information and provide copies of documents to support the information given**

- a) Certificate of Incorporation/Registration license from IRA 2020
- b) Must be a member of Association of Kenya Insurers (AKI) 2021)
- c) Valid Business Permit
- d) Valid Tax Compliance Certificate
- e) Form of Tender duly filled and signed
- f) Confidential Business Questionnaire duly filled and signed
- g) Audited Accounts for the last 3 years (2019,2018,2017)
- h) Bidders must fill in bidders declaration and integrity part
- i) Provide at least 3 Clients supplied with Similar Services
- j) Statutory Declaration that the tenderer
  - Is not precluded from entering into the contract with University of Nairobi
  - Is not debarred from participating in procurement proceedings in Kenya
  - Has not been convicted of corrupt or fraudulent practices
  - Is not guilty of any serious violation of fair employment laws and practices
  - Has not failed to settle any claims in the past 3 years
- k) Do not have a consistent history of court/arbitral award decisions against the tender
- l) Have a record of timely and satisfactory performance with their insured.
- m) Bidders to paginate the Tender document from cover to cover.

**Please note that non submission of any of the mandatory requirements leads to automatic disqualification.**

- 2) The Completed Quotation are to be enclosed in plain sealed envelopes marked with Restricted Tender number, name and be deposited in the in the Tender **box** at the reception, **Administration Block, Main Campus or be addressed and posted to Procurement Manager, University of Nairobi P.O Box 30197-00100, Nairobi, Kenya so as to be received on or before TUESDAY MARCH 23, 2021 AT 10.30 AM**

*The University of Nairobi reserves the right to accept or reject a bid in whole or in part. Canvassing will lead to automatic disqualification.*

**MARY M. KARIUKI**  
**Ag.PROCUREMENT MANAGER**

| No  | Cover                                                                                                                                                                                                                             | Limit per Family                      | Standalone / Sub-Limit |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|------------------------|
| 1)  | Overall Limit                                                                                                                                                                                                                     | Kes. 3,500,000                        |                        |
| 2)  | Bed                                                                                                                                                                                                                               | Standard private room Kes 18,000      | Sub-limit of Inpatient |
| 3)  | Lodger Fee for Accompanying Parent/Guardian                                                                                                                                                                                       | Children 12 Years and below           | Sub-limit of Inpatient |
| 4)  | Emergency Evacuation Within East Africa                                                                                                                                                                                           | Air Ambulance & Road Ambulance        | Sub-limit of Inpatient |
| 5)  | Acute Illnesses, and Accidents                                                                                                                                                                                                    | Full Inpatient Limit                  | Sub-limit of Inpatient |
| 6)  | Pre-existing conditions and Chronic illnesses                                                                                                                                                                                     | IP Limit Sub Limit<br>3.5Kes700,000   | Sub-limit of Inpatient |
| 7)  | Organ Transplant (cost of donor or securing the organ is excluded)                                                                                                                                                                | IP Limit Sub Limit<br>3.5Kes 700,000  | Sub-limit of Inpatient |
| 8)  | Newly Diagnosed Chronic illnesses                                                                                                                                                                                                 | Full Inpatient Limit.                 | Sub-limit of Inpatient |
| 9)  | Psychiatric and Psychological Illnesses                                                                                                                                                                                           | 20% of total inpatient limit          | Sub-limit of Inpatient |
| 10) | Post Hospitalization 21 days after discharge (On Reimbursement)                                                                                                                                                                   | Kes 30,000                            | Sub-limit of Inpatient |
| 11) | Congenital Conditions                                                                                                                                                                                                             | IP Limit Sub Limit<br>3.5Kes 300,000  | Sub-limit of Inpatient |
| 12) | Neo-natal and prematurity conditions. this applies under below conditions; <ul style="list-style-type: none"> <li>Child has not been discharged.</li> <li>If discharged, not more than three (3) days after discharge.</li> </ul> | IP Limit Sub Limit<br>3.5Kes 300,000  | Sub-limit of Inpatient |
| 13) | Non - accidental dental in-patient illnesses.                                                                                                                                                                                     | IP Limit Sub Limit<br>3.5Kes 200,000  | Sub-limit of Inpatient |
| 14) | Non - accidental Ophthalmic in-patient illnesses, includes cover for laser treatment.                                                                                                                                             | IP Limit Sub Limit<br>3.5 Kes 200,000 | Sub-limit of Inpatient |
| 15) | Accident Related Dental and Ophthalmic treatment                                                                                                                                                                                  | Full Inpatient Limit                  | Sub-limit of Inpatient |
| 16) | External medical supportive appliances e.g. wheel chairs.                                                                                                                                                                         | Kes 100,000                           | Sub-limit of Inpatient |
| 17) | Last Expense                                                                                                                                                                                                                      | Kes 100,000 Per Person                | Sub-limit of Inpatient |
| 18) | Passive War /Terrorism and Political Violence treatments                                                                                                                                                                          | Full inpatient Limit                  | Sub-limit of Inpatient |
| 19) | Home Nursing (Subject to Pre-authorization)                                                                                                                                                                                       | Subject to condition                  | Sub-limit of           |

|     |                                                                                                                                                                                                                                                                                                                                                                                  | sub-limit                            | Inpatient              |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------------------|
| 20) | First Ever Emergency Caesarean Section                                                                                                                                                                                                                                                                                                                                           | Kes 150,000                          | Sub-limit of Inpatient |
| 21) | <b>Maternity Complications before &amp; after delivery provided</b> <ul style="list-style-type: none"> <li>• This benefit applies only when maternity is purchased.</li> <li>• A separate pre-authorization is provided outside of the maternity benefit.</li> <li>• This benefit cannot be used as a substitute for maternity if the maternity benefit is exhausted.</li> </ul> | Kes 100,000                          | Sub-limit of Inpatient |
| 22) | Ambulance Services; Emergency only                                                                                                                                                                                                                                                                                                                                               | Covered subject to pre-authorization | Sub-limit of Inpatient |
| 23) | Maternity cover                                                                                                                                                                                                                                                                                                                                                                  | Kes 150,000                          | Sub-limit of Inpatient |
| 24) | Cover for covid-19 ( critical cases only) within inpatient                                                                                                                                                                                                                                                                                                                       | Kes.500,000                          | Sub-limit of Inpatient |
| 25) | General checkup per year                                                                                                                                                                                                                                                                                                                                                         | Kes10,000                            | Sub-limit of Inpatient |

Employee size

|             |     |
|-------------|-----|
| M-Principal | 55  |
| M+1         | 47  |
| M+2         | 40  |
| M+3         | 32  |
| M+4         | 17  |
| Total       | 191 |

### **Medical Cover details**

Inpatient - Kesh.3.5 million per family  
 Outpatient -Kes.100, 000/= per family  
 Dental -Kes.20, 000/= per family - Out patient cover  
 Optical -Kes.20, 000/= per family - Out patient cover

**NB: This is a one year contract renewable subject to satisfactory performance**

**The number of Principals may vary owing to exit and entry of staff from the project.**

## SECTION II- SCHEDULE OF REQUIREMENTS AND PRICES

| No. | Item                                               | Qty | Unit Price (Kshs.) | Total Price (Kshs.) |
|-----|----------------------------------------------------|-----|--------------------|---------------------|
| 1.  | Medical Insurance Cover for KAVI - ICR Employees   |     |                    |                     |
|     | <b>Total Price to be carried to Form of Tender</b> |     |                    |                     |

## SECTION III- EVALUATION CRITERIA

### STAGE I: PRELIMINARY EVALUATION CHECKLIST – MANDATORY REQUIREMENTS

The following mandatory preliminary requirements must be met notwithstanding other requirements in the tender documents.

| Criterion                                                                                                                                                                                                                                                                                                                                                                                                       | Particulars Provided                                                                                                                                                                                                                     | SCORES |    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----|
|                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                          | YES    | NO |
| Incorporation/Registration certificate license from IRA 2020                                                                                                                                                                                                                                                                                                                                                    | Evidence to be availed is a valid license from IRA                                                                                                                                                                                       |        |    |
| Must be a member of Association of Kenya Insurers ( AKI) 2021                                                                                                                                                                                                                                                                                                                                                   | Evidence to be availed is a valid membership certificate                                                                                                                                                                                 |        |    |
| Valid Tax Compliance Certificate                                                                                                                                                                                                                                                                                                                                                                                | Evidence to be availed is a valid tax compliance certificate                                                                                                                                                                             |        |    |
| Form of tender – Duly completed and signed                                                                                                                                                                                                                                                                                                                                                                      | Evidence to be availed is duly completed and signed form                                                                                                                                                                                 |        |    |
| Confidential questionnaire - Duly completed and signed                                                                                                                                                                                                                                                                                                                                                          | Evidence to be availed is duly completed and signed form                                                                                                                                                                                 |        |    |
| Bidders must fill in bidders declaration and integrity part                                                                                                                                                                                                                                                                                                                                                     | Evidence to be availed is the completion of integrity part and completion of anti-corruption declaration /commitment/pledge form                                                                                                         |        |    |
| Audited accounts for the last 3 years (2019,2018,2017)                                                                                                                                                                                                                                                                                                                                                          | Evidence to be availed is certified audited accounts.                                                                                                                                                                                    |        |    |
| Provide at least 3 Clients supplied with Similar services                                                                                                                                                                                                                                                                                                                                                       | Evidence to be availed is a proof of clients supplied with Similar Services. Recommendations, LPO/Award of at least 10 million from each contract awarded by the client for the last 2 years whose reports on performance must be given. |        |    |
| Statutory Declaration that the tenderer;<br><br>-Is not precluded from entering into contract with University of Nairobi.<br>-Is not debarred from participating in procurement proceedings in Kenya.<br>-Has not been convicted of corrupt or fraudulent practices<br>-Is not guilty of any serious violation of fair employment laws and practices<br>-Has not failed to settle any claim in the past 3 years | Evidence to be availed is a declaration signed in the presence of a solicitor, commissioner for oaths or notary public.                                                                                                                  |        |    |
| Does not have a consistent history of court/ arbitral award decisions against the tenderer                                                                                                                                                                                                                                                                                                                      | Evidence to be availed is list of cases, subject of litigation and status in the last 3 years                                                                                                                                            |        |    |
| Have a record of timely and satisfactory performance with their insured.                                                                                                                                                                                                                                                                                                                                        | Evidence to be availed are letters of recommendation by 3 corporate clients                                                                                                                                                              |        |    |
| Pagination of Tender Document                                                                                                                                                                                                                                                                                                                                                                                   | Evidence to be availed is pagination from cover to cover                                                                                                                                                                                 |        |    |
|                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                          |        |    |

## STAGE II: TECHNICAL EVALUATION RESPONSE

Bidders will be evaluated on suitability based on the technical specifications provided;

| No | Cover                                                                                                                                                                                                                             | Limit per Family                        | Standalone / Sub-Limit | Submitted/Provided |    |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------|--------------------|----|
|    |                                                                                                                                                                                                                                   |                                         |                        | YES                | NO |
| 1  | Overall Limit                                                                                                                                                                                                                     | Kes. 3,500,000                          |                        |                    |    |
| 2  | Bed                                                                                                                                                                                                                               | Standard private room Kes 18,000        | Sub-limit of Inpatient |                    |    |
| 3  | Lodger Fee for Accompanying Parent/Guardian                                                                                                                                                                                       | Children 12 Years and below             | Sub-limit of Inpatient |                    |    |
| 4  | Emergency Evacuation Within East Africa                                                                                                                                                                                           | Air Ambulance & Road Ambulance          | Sub-limit of Inpatient |                    |    |
| 5  | Acute Illnesses, and Accidents                                                                                                                                                                                                    | Full Inpatient Limit                    | Sub-limit of Inpatient |                    |    |
| 6  | Pre-existing conditions and Chronic illnesses                                                                                                                                                                                     | IP Limit<br>Sub Limit<br>3.5Kes700,000  | Sub-limit of Inpatient |                    |    |
| 7  | Organ Transplant (cost of donor or securing the organ is excluded)                                                                                                                                                                | IP Limit<br>Sub Limit<br>3.5Kes 700,000 | Sub-limit of Inpatient |                    |    |
| 8  | Newly Diagnosed Chronic illnesses                                                                                                                                                                                                 | Full Inpatient Limit.                   | Sub-limit of Inpatient |                    |    |
| 9  | Psychiatric and Psychological Illnesses                                                                                                                                                                                           | 20% of total inpatient limit            | Sub-limit of Inpatient |                    |    |
| 10 | Post Hospitalization 21 days after discharge (On Reimbursement)                                                                                                                                                                   | Kes 30,000                              | Sub-limit of Inpatient |                    |    |
| 11 | Congenital Conditions                                                                                                                                                                                                             | IP Limit<br>Sub Limit<br>3.5Kes 300,000 | Sub-limit of Inpatient |                    |    |
| 12 | Neo-natal and prematurity conditions. this applies under below conditions; <ul style="list-style-type: none"> <li>Child has not been discharged.</li> <li>If discharged, not more than three (3) days after discharge.</li> </ul> | IP Limit<br>Sub Limit<br>3.5Kes 300,000 | Sub-limit of Inpatient |                    |    |
| 13 | Non - accidental dental in-patient illnesses.                                                                                                                                                                                     | IP Limit<br>Sub Limit<br>3.5Kes 200,000 | Sub-limit of Inpatient |                    |    |
| 14 | Non - accidental Ophthalmic in-patient illnesses, includes cover for                                                                                                                                                              | IP Limit<br>Sub Limit<br>3.5            | Sub-limit of Inpatient |                    |    |

|    |                                                                                                                                                                                                                                                                                                                                                                       |                                      |                        |  |  |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------------------|--|--|
|    | laser treatment.                                                                                                                                                                                                                                                                                                                                                      | Kes 200,000                          |                        |  |  |
| 15 | Accident Related Dental and Ophthalmic treatment                                                                                                                                                                                                                                                                                                                      | Full Inpatient Limit                 | Sub-limit of Inpatient |  |  |
| 16 | External medical supportive appliances e.g. wheel chairs.                                                                                                                                                                                                                                                                                                             | Kes 100,000                          | Sub-limit of Inpatient |  |  |
| 17 | Last Expense                                                                                                                                                                                                                                                                                                                                                          | Kes 100,000 Per Person               | Sub-limit of Inpatient |  |  |
| 18 | Passive War /Terrorism and Political Violence treatments                                                                                                                                                                                                                                                                                                              | Full inpatient Limit                 | Sub-limit of Inpatient |  |  |
| 19 | Home Nursing (Subject to Pre-authorization)                                                                                                                                                                                                                                                                                                                           | Subject to condition sub-limit       | Sub-limit of Inpatient |  |  |
| 20 | First Ever Emergency Caesarean Section                                                                                                                                                                                                                                                                                                                                | Kes 150,000                          | Sub-limit of Inpatient |  |  |
| 21 | Maternity Complications before & after delivery provided <ul style="list-style-type: none"> <li>• This benefit applies only when maternity is purchased.</li> <li>• A separate pre-authorization is provided outside of the maternity benefit.</li> <li>• This benefit cannot be used as a substitute for maternity if the maternity benefit is exhausted.</li> </ul> | Kes 100,000                          | Sub-limit of Inpatient |  |  |
| 22 | Ambulance Services; Emergency only                                                                                                                                                                                                                                                                                                                                    | Covered subject to pre-authorization | Sub-limit of Inpatient |  |  |
| 23 | Maternity cover                                                                                                                                                                                                                                                                                                                                                       | Kes 150,000                          | Sub-limit of Inpatient |  |  |
| 24 | Cover for covid-19 (critical cases only) within inpatient                                                                                                                                                                                                                                                                                                             | Kes.500,000                          | Sub-limit of Inpatient |  |  |
| 25 | General checkup per year                                                                                                                                                                                                                                                                                                                                              | Kes10,000                            | Sub-limit of Inpatient |  |  |
| 26 | Proposed performance standards & service levels of Insurance policy, Service quality, Problem solving, Settlement of claims                                                                                                                                                                                                                                           |                                      |                        |  |  |



|    |                                                                                                                                                                  |  |  |  |  |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
|    |                                                                                                                                                                  |  |  |  |  |
| 27 | Evidence of Positive Financial standing/ capacity;<br><br>Annual turnover, Total/ Gross revenue, Net Profit, Total Assets/ Total Liabilities, Margin of solvency |  |  |  |  |
| 29 | Evidence of latest credit rating (Credit rating attached)                                                                                                        |  |  |  |  |
|    |                                                                                                                                                                  |  |  |  |  |

**NB; Bidders must comply with all the provisions (Yes)**

### **STAGEIII : FINANCIAL EVALUATION**

Financial evaluation will be conducted as follows;

- i) Determination of evaluated price.
- ii) The tenderer with the lowest evaluated bid will be considered for award.
- iii) The award shall be based on totals indicated in the price schedule and **MUST** tally with the form of Tender.

### **STAGE IV: Due Diligence**

The procuring entity prior to award of the tender **MAY** carry out due diligence to verify the accuracy of the information provided and past performance of the lowest evaluated tenderer. Any inconsistencies noted in any of the above requirements and unsatisfactory performance shall lead to automatic disqualification and the second lowest evaluated tender shall be considered for award.

**SUPPLIER'S SELF DECLARATION:**

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

I.....of P.O Box .....being a resident of  
.....in the Republic of .....do hereby  
Make a statement as follows;

1. That I am the Chief Executive/ Managing Director/ Principal officer/ Director of.....( insert the name of the Company) who is a bidder in respect of Tender No.....for.....(insert tender title/description) for .....( insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servant and / or agents/ subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board , Management , Staff and /or employees and/or agents of.....( insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder , its servant and/or agents/subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents .....( name of the procuring entity)
4. THAT the aforesaid Bidder will not engage/has not engaged in any corruptive practice with other bidders participating in the subject tender.
5. THAT what is deposed to hereinabove is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

## SECTION II - STANDARD FORMS

### Notes on the sample 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. **Confidential Business Questionnaire Form** - This form **must be completed by the tenderer** and submitted with the tender documents.
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. **Performance Security Form**- **The performance security form should not be completed by the tenderers at the time of tender preparation.** Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

## **1. FORM OF TENDER**

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

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

\_\_\_\_\_  
*[name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ( ..... *(insert equipment description)* in conformity with the said tender documents for the sum of Kshs.....  
.....  
..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract , in the form prescribed by .....(*Procuring entity*).

4. We agree to abide by this Tender for a period of ..... *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

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

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

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

## 2. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

|                                                                             |       |             |                     |        |
|-----------------------------------------------------------------------------|-------|-------------|---------------------|--------|
| <i>Part 1 – General:</i>                                                    |       |             |                     |        |
| Business Name .....                                                         |       |             |                     |        |
| Location of business premises. ....                                         |       |             |                     |        |
| Plot No..... Street/Road .....                                              |       |             |                     |        |
| Postal Address ..... Tel No. .... Fax ..... E mail .....                    |       |             |                     |        |
| Nature of Business.....                                                     |       |             |                     |        |
| Registration Certificate No. ....PIN No.....                                |       |             |                     |        |
| Business permit No..... Expiry Date.....                                    |       |             |                     |        |
| Tax Compliance Certificate No.....Expiry Date.....                          |       |             |                     |        |
| Maximum value of business which you can handle at any one time – Kshs. .... |       |             |                     |        |
| Name of your bankers ..... Branch .....                                     |       |             |                     |        |
| <b>Part 2 (a) – Sole Proprietor</b>                                         |       |             |                     |        |
| Your name in full ..... Age .....                                           |       |             |                     |        |
| Nationality ..... Country of origin .....                                   |       |             |                     |        |
| • Citizenship details.....                                                  |       |             |                     |        |
| <b>Part 2 (b) Partnership</b>                                               |       |             |                     |        |
| Given details of partners as follows:                                       |       |             |                     |        |
|                                                                             | Name  | Nationality | Citizenship Details | Shares |
| 1                                                                           | ..... | .....       | .....               | .....  |
| 2                                                                           | ..... | .....       | .....               | .....  |
| 3                                                                           | ..... | .....       | .....               | .....  |
| <b>Part 2 (c ) – Registered Company</b>                                     |       |             |                     |        |
| Private or Public .....                                                     |       |             |                     |        |
| State the nominal and issued capital of company-                            |       |             |                     |        |
| Nominal Kshs. ....                                                          |       |             |                     |        |
| Issued Kshs. ....                                                           |       |             |                     |        |
| Given details of all directors as follows                                   |       |             |                     |        |
|                                                                             | Name  | Nationality | Citizenship Details | Shares |
| 1.                                                                          | ..... | .....       | .....               | .....  |
| 2.                                                                          | ..... | .....       | .....               | .....  |
| 3.                                                                          | ..... | .....       | .....               | .....  |
| Date .....Signature of Candidate .....                                      |       |             |                     |        |

(b) If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

### 3. CONTRACT FORM

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

WHEREAS the Procuring entity invited tenders for certain goods ] and has accepted a tender by the tenderer for the supply of those goods in the sum of ..... [*contract price in words and figures*] (hereinafter called “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 Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring entity’s Notification of Award

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

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

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

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

#### 4. PERFORMANCE SECURITY FORM

To .....  
[Name of procuring entity]

WHEREAS ..... [name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_ to supply ..... [description of goods] (hereinafter called “the Contract”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... [amount of guarantee] as aforesaid, without you 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 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

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

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

## 5. LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

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

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

RE: Quotation No. \_\_\_\_\_

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

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

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

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

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

SIGNED FOR ACCOUNTING OFFICER