



**KENYATTA UNIVERSITY TEACHING, REFERRAL AND RESEARCH
HOSPITAL
(KUTRRH)**

**INVITATION TO TENDER
FOR
PROVISION OF EMPLOYEES GROUP PERSONAL ACCIDENT AND
WORK INJURY BENEFITS INSURANCE COVER (WIBA).
TENDER NO:**

KUTRRH /TNDR/S/004/WIBA/2020-2022

**TENDER CLOSING DATE & TIME: THURSDAY 24TH SEPTEMBER, 2020
10:00AM**

**(ALL TENDERERS ARE ADVISED TO READ THE TENDER DOCUMENT
CAREFULLY BEFORE MAKING ANY BID)**

**The Chief Executive Officer,
Kenyatta University Teaching, Referral and Research Hospital
P.O. BOX 7674 - 00100
NAIROBI, KENYA**

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SECTION I: INVITATION TO TENDER

15TH SEPTEMBER 2020

TENDER REF. NO: KUTRRH /TNDR/S/004/WIBA/2020-2022

TENDER NAME: GROUP PERSONAL ACCIDENT & WORKERS INJURY BENEFIT(WIBA) INSURANCE SERVICES.

- 1.1 **Kenyatta University Teaching, Referral and Research Hospital (KUTRRH) invites sealed tenders from *Insurance Underwriters* for: *Group Personal Accident & Workers Injury Benefit(WIBA) Insurance Services*.**
- 1.2 **Interested eligible candidates may obtain further information from and inspect the tender documents at Kenyatta University Teaching, Referral & Research Hospital, Procurement Department.**
- 1.3 **A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **(One thousand shillings only) Kshs. 1,000/=** to be deposited in: -**

Bank Name: Kenya Commercial Bank (KCB)

Branch: Thika Road Mall

Account Name: Kenyatta University Teaching, Referral & Research Hospital (KUTRRH)

Account Number: 1258637243

OR

Download free of charge from KUTRRH Website at www.kutrrh.go.ke Bidders who opt to download **MUST** send their contacts details to procurement@kutrrh.go.ke.

Those who buy the tenders are advised to take the banking slip to **KUTRRH (Finance – Cash Office)** for an official receipt thereafter you can collect the tender documents from the Procurement Office.

- 1.4 **Prices quoted should be net, inclusive of **all taxes**, and **delivery costs**, must be in Kenya Shillings and shall remain valid for **120** days from the closing date of the tender.**
- 1.5 **Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at (Kenyatta University Teaching, Referral & Research Hospital –Procurement Department) or be addressed to (Kenyatta University Teaching, Referral & Research Hospital P.O. Box 7674-00100GPO Nairobi) so as to be received on or before, Thursday 24th September,2020 at 10:00a.m.**
- 1.6 **Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend at (Kenyatta University Teaching, Referral & Research Hospital - Boardroom).**

The Chief Executive Officer

Kenyatta University Teaching, Referral and Research Hospital

P.O. Box 7674 – 00100, GPO

NAIROBI.

SECTION II - INSTRUCTION TO TENDERERS

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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 for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 KUTRRH employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under 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 KUTRRH 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 the 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 KUTRRH will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 KUTRRH 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.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of Insurance Cover
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Contract Form
 - (ix) Confidential Business Questionnaire Form
 - (x) Tender security Form
 - (xi) Performance security Form
 - (xii) Declaration Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification 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 KUTRRH by post, fax or by email at the address indicated in the Invitation for tenders. KUTRRH will respond in writing to any request for clarification of the tender documents, which it receives not later than four (4) days prior to the deadline for the submission of the tenders, prescribed by KUTRRH. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 KUTRRH 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, KUTRRH, 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, KUTRRH at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and KUTRRH 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 of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

- 2.11.1 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.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the

contract if its tender is accepted shall establish to KUTRRH'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 is required to protect KUTRRH against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

- A bank guarantee.
- Such insurance guarantee as approved by the Authority (PPRA).
- Letter of credit.

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

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

2.12.6 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

2.12.7 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:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer rejects correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KUTRRH as non-responsive.

2.13.2 In exceptional circumstances, KUTRRH 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 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 KUTRRH at the address given in the Invitation to Tender.

2.15.3 Bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE **Thursday 24th September, 2020 at 10:00a.m.** 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,

KUTRRH 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 KUTRRH at the address specified under paragraph 2.15.2 not later than **Thursday 24th September, 2020 at 10:00a.m.**

2.16.2 KUTRRH 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 KUTRRH and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by KUTRRH at the Procurement Office.

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 KUTRRH 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 no later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders KUTRRH 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 the tenderer to influence KUTRRH in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 KUTRRH 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. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 KUTRRH may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, KUTRRH 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 KUTRRH '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 KUTRRH and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

- 2.21.1 Where other currencies are used, KUTRRH 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 KUTRRH will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 KUTRRH'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) KUTRRH 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 KUTRRH 's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

(i) 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. KUTRRH may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 7 days from the date of opening the tender.

2.23. Contacting KUTRRH

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

2.24 Post-qualification

2.24.1 The Procuring entity 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 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 KUTRRH 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 KUTRRH 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 KUTRRH 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. Procuring entity's Right to accept or Reject any or all Tenders

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

2.26.2 KUTRRH 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 its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, KUTRRH 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 KUTRRH 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 KUTRRH will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

2.27.2 At the same time as KUTRRH notifies the successful tenderer that its tender has been accepted, KUTRRH will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KUTRRH.

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 30 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 KUTRRH

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 KUTRRH may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 KUTRRH 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 KUTRRH will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

2.30.4 Appendix to instructions to Tenderers

2.30.5 The following information for the procurement WIBA/GPA 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.

Appendix to instructions to Tenderers

The following information for the procurement of 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	Particulars of Appendix to instructions to tenderers
2.1: Indicate Eligible Tenderers	Insurance Underwriters ONLY .
2.12: Tender Security	2% of the Annual Quoted Premiums
2.15.3 (b): State day, date and time of tender closing	Thursday 24th September, 2020 at 10:00a.m.
2.16.3: Bulky Tenders	Delivered to Procurement Office, Located at the Centre for Specialized Clinics, 1 st Floor.
2.16.1	As 2.15.2 (b) above
2.18.1	As 2.15.2 (b) above
2.22. The evaluation criteria	See below
2.28. Signing of contract	After expiry of fourteen (14) days from the date of notification of contract award unless there is an administrative review request

Management of the contract:

- (i) The Hospital shall designate an officer(s) to supervise/manage the contract.
- (ii) The company shall designate an officer(s) who shall be the contract person(s).
- (iii) Where the service provider fails to settle claims to the satisfaction of the hospital, the contract shall be terminated at the option of the hospital.
- (iv) Premium quoted should be for one year, with possible extension upon satisfactory performance. The contract will however run for 24 months (2 years).
- (v) **(N/B: All certified documents MUST be stamped by the Commissioners of OATH)**

MANDATORY EVALUATION CRITERIA FOR INSURANCE UNDERWRITERS ONLY

RISKS: WORK INJURY, EMPLOYERS LIABILITY AND GPA: 2020-2022

The process of evaluation and comparison of tenders will be merit point system, and shall be as follows: -

- **Confirmation of compliance with mandatory requirements:** Bidders who fail to comply with any of the mandatory requirements shall be treated as non-responsive and rejected at this stage.
-
- **Technical Evaluation:** Bids who were responsive under the mandatory evaluation criteria shall be evaluated as per the Technical Evaluation Criteria set out in the table below. Bidders are required to score at least 70% to qualify for further evaluation under the Financial Evaluation Criteria.
-
- **Financial Evaluation:** The bids received from the responding bidders shall be evaluated and ranked from the lowest to the highest provided that the quotations were obtained from the eligible insurers as specified.

A	MANDATORY REQUIREMENTS	POINTS	Points Awarded
A1	Submit a copy of tender security (Value 2% of total premium) payable to KUTRRH.	Yes/No	
A2	Insurance Certificate by Insurance Regulatory Authority (Certified by the issuing Authority)	Yes/No	
A3	Registration as a member of AKI for current year 2020 (Certified by the issuing Authority)	Yes/No	
A4	Submit a certified Copy of Valid Tax Compliance Certificate from KRA	Yes/No	
A5	Submit a certified copy of PIN/VAT certificate	Yes/No	
A6	Submit a certified Copy of Current Business License from Nairobi County or where the business is located.	Yes/No	
A7	Submit a certified Copy of Certificate of Incorporation/Registration certificate of change of name were applicable (Attach of CR12)	Yes/No	
A8	Completion of Confidential Business Questionnaire Form	Yes/No	
A9	Certified List of at least four (4) management staff and specify their tasks (attach CVs and certified certificates)	Yes/No	

A10	Duly completed, signed and stamped form of tender	Yes/No	
A11	Paid up capital of Kshs 800 million	Yes/No	
A12	Gross general underwritten premiums of Kshs 1 Billion excluding motor vehicle premiums for the last three years	Yes/No	
A13	Letter of credit worthiness from the underwriter's bank or Credit reference bureau	Yes/No	
A14	Professional Indemnity limit (at least 3% of total premium quoted)	Yes/No	
15	Duly filled, signed and stamped Oaths and Statutory Declaration Form (by commissioner of Oaths)	Yes/No	

2.	TECHNICAL EVALUATION OPERATIONS PERFORMANCE & HUMAN RESOURCES	SCORES	MARKS AWARDED
a)	Evidence of handling business for the last 3 years. Attach at least five (5) clients with GPA/WIBA premiums of at least Kshs 4million each. Attach notification and recommendation letters from the clients	15	
b)	Evidence of prompt claims settlement (within 30days). Attach evidence of claims settlement showing settlement of claims upon presentation of required documents.	15	
c)	<p>Certified List of at least (5) key professional staff and their portfolio/tasks (attach certified CVs and Certificates)</p> <p>i) Principal officer as per IRA;</p> <ul style="list-style-type: none"> • Degree in business related field(5mks) • ACII or AIK(10mks) • Minimum experience in insurance industry of 10 years(2mks) <p>ii) Technical staff;</p> <ul style="list-style-type: none"> • At least four with the following qualifications; Degree in bachelor of commerce (insurance option) or actuarial science(8mks) 	25	
d)	Submit a copy of audited accounts for the last three (3) years. Proof of financial stability.	15	
e)	Sound business portfolio mix: where motor vehicle premium should be below 15% of the gross written general premium; each year for the last three years.	10	
f)	Evidence of existence in the insurance business for the last 10 years. Attach IRA license for each year.	10	
g)	Evidence of Re-insurance arrangements. Attach letter from IRA and reinsurance treaties for the specific class of insurance.	5	
h)	Document Conformity/ Presented in a required format	5	
	TOTAL TECHNICAL	100	

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

- (a) “The Contract” means the agreement entered into between KUTRRH 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 KUTRRH under the Contract.
- (d) “KUTRRH” means 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 suspended by KUTRRH 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 KUTRRH'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 KUTRRH 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 KUTRRH'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 KUTRRH and shall be returned (all copies) to KUTRRH on completion of the contract's or performance under the Contract if so required by KUTRRH

3.5. Patent Rights

3.5.1 The Contractor shall indemnify KUTRRH 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 Contract award, the successful tenderer shall furnish to KUTRRH the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to KUTRRH 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 KUTRRH and shall be in the form of:

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

3.6.4 The performance security will be discharged by KUTRRH and returned to the Candidate 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 KUTRRH 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 KUTRRH, 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 charges 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 KUTRRH's request for tender validity extension 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 25% of the original contract price
- 3.9.4 Price variation requests shall be processed by KUTRRH within 30 days of receiving the request.

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 KUTRRH's prior written consent.

3.11. Termination for Default

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

practices in competing for or in executing the contract

3.11.2 In the event KUTRRH 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 Contractor shall be liable to KUTRRH for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

3.13.1 KUTRRH by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor 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 KUTRRH may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 KUTRRH and the contractor 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 unless otherwise expressly specified in the SCC

3.17 Force Majeure

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

3.18 Notices

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

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

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.1. CONDITIONS TO BE MET BY INSURANCE COMPANY

- 4.1.1 A copy of Certificate of Incorporation
- 4.1.2 Must be registered with the Commissioner of Insurance for the current year (2020) and an IRA certified, and stamped copy of certificate be submitted.
- 4.1.3 List of at least five (5) Corporate Clients and recommendation letters
- 4.1.4 Submit a duly signed copy of each audited accounts for the last three (3) years.
- 4.1.5 Must submit copy of Valid Tax Compliance Certificate from KRA or a letter of Exemption,
- 4.1.6 Registration as a member of AKI for the year 2020
- 4.1.7 Have been in Employee Group Personal Accident and Work Injury for at least 10 years

4.2 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	10% of the total sum of contract
2.12 Tender Security	2% of the total sum of contract
3.7 Delivery of Services	As per the Tender requirements
3.8 Payment	Within sixty (60) days of receipt of invoice/ Debit Note(s)
3.16 Applicable law	The Laws of Kenya
3.18 Notices	Kenyatta University Teaching, Referral & Research Hospital P.O. Box 7674-00100, GPO NAIROBI TELEPHONE: 811622/8100901-19 0794589823 EMAIL: procurement@kutrrh.go.ke

(DETAILS OF INSURANCE COVERS)

S/No.	Particulars of Insurance	Value to be insured	Risks to be covered
1.	Employee Group Personal Accident and Work Injury Benefits Cover	As per the specifications here below	As per the specifications here below

SECTION V - SCHEDULE OF REQUIREMENTS

GROUP PERSONAL ACCIDENT & WIBA COVER

Insured	Kenyatta University, Teaching, Referral and Research Hospital
Class of Insurance	GPA & WIBA
Period	Date of Contract Signing (for a period of one year) renewable annually at the sole discretion of KUTRRH based on satisfactory performance.
Cover	Payment of benefits worldwide as defined, accident, occupational/bodily injury, and critical illness to the insured persons in accordance with the benefits specified under the Work Injury Benefits Act.
Description of Risk	<ul style="list-style-type: none"> • Group Personal Accident • 24 hours • Death – 5 years’ salary under GPA & 8 years under WIBA • Permanent total disability – 6 years’ salary • Total temporary disability 52 weeks • Medical as a result of accidental and, bodily injury of Kshs. 100,000
Estimated annual earnings &	Kshs. 914,014,800.00
Number of staff(employees)	608
Special clauses	<ul style="list-style-type: none"> • 24 hours • Including riots, strike and civil commotion and acts of terrorism. • Amateur sports • Motor cycling up to 200cc • Coverage upto 70 years • Worldwide travel • Disappearance clause

	<ul style="list-style-type: none"> • Travel as passenger in any standard type licensed aircraft • Including occupational illness
Exclusion	
Excess/deductible/riders	
Insurer	
Provide the summary of your policy if it meets KUTRRH precise requirement for Quick reference.	

SECTION VI - 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 KUTRRH.
6. **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 KUTRRH.

FORM OF TENDER

To: _____
Name and address of procuring entity

Date _____
Tender No. _____
Tender Name _____

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]
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 the Insurance Cover Services in accordance with the conditions of the tender.
3. 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.
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 _____ 2020

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE FORM

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____

Tender Number _____

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.		
2.		
3.		
4.		
5.		

Signature of tenderer _____

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

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 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

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____ between Kenyatta University Teaching, Referral & Research Hospital of [country of Procurement entity] (hereinafter called KUTRRH) of the one part and _____ [name of tenderer] of _____ [city _____ and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS KUTRRH invited tenders for WIBA/GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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 Details of cover
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) KUTRRH 's Notification of Award
3. In consideration of the payments to be made by KUTRRH to the tenderer as hereinafter mentioned, the tenderer hereby covenants with KUTRRH to provide the WIBA/GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. KUTRRH hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for KUTRRH)

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____

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 ___ General:

Business Name

.....

..... Location of business premises

.....

..... Plot No.

..... 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 full Age

.....

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

– 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

TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender?

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at Kenyatta University Teaching, Referral & Research Hospital (hereinafter called <KUTRRH > in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day _____ of _____ 20 _____

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by KUTRRH on the Form; or
2. If the tender, having been notified of the acceptance of its tender by KUTRRH during the period of tender validity
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to KUTRRH up to the above amount upon receipt of its first written demand, without KUTRRH having to substantiate its demand, provided that in its demand KUTRRH will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

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 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
t
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 of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

OATHS AND STATUTORY DECLARATION FORM

PUBLIC OF KENYA OF KENYA

**IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF
THE LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC PROCUREMENT AND
ASSET DISPOSAL ACT NO. 33 OF 2015**

I,..... of P.O Box.....Being a resident of..... in the Republic of Kenya do hereby make oath and state as follows:-

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of..... (name of the Candidate) which is a Candidate in respect of Tender Number..... to supply goods, render services and/or carry out works for KUTRRH and duly authorized and competent to make this Affidavit.
2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of KUTRRH, which is the procuring entity.
3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of KUTRRH.
4. **THAT** what is disposed to hereinabove is true to the best of my knowledge information and belief.

SWORN at..... by the said}

.....}

Name of chief Executive/Managing Director/}

Principal Officer/Director }

On this..... day of 2019}

}

} _____

} DEPONENT

Before me }

}

}

}

Commissioner for Oaths }