



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

INVITATION TO TENDER

FOR

PROVISION OF INDEMNITY INSURANCE SERVICES.

TENDER NO:

KUTRRH /TNR/S/003/INSIND/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

TABLE OF CONTENTS

	Page
Section I INVITATION FOR TENDERS.....	3
Section II INSTRUCTION TO TENDERERS	4
Appendix to instructions to tenderers	15
Criteria of Evaluation	16
Section III GENERAL CONDITIONS OF CONTRACT.....	19
Section IV SPECIAL CONDITIONS OF CONTRACT	24
Section V SCHEDULE OF REQUIREMENTS:	25
Section VI TENDER STANDARD FORMS	30
FORM OF TENDER	31
PRICE SCHEDULES.....	32
CONTRACT FORM.....	35
MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM	36
TENDER SECURITY FORM	41
PERFORMANCE SECURITY FORM.....	42
OATHS AND STATUTORY DECLARATION FORM.....	43

TENDER REF. NO: KUTRRH /TNDR/S/003/INSIND/2020-2022

TENDER NAME: PROVISION OF INDEMNITY INSURANCE SERVICES

- 1.1 **Kenyatta University Teaching, Referral and Research Hospital (KUTRRH) invites** sealed tenders from registered insurance brokers for: *Indemnity 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 10:00 a.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: INSTRUCTIONS TO TENDERERS

2.1: Eligible Tenderers

- 2.1.1: This Invitation for *Provision of Indemnity Insurance Services* is open to all tenderers eligible as described in the Invitation 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 section 131 of the Act.
- 2.1.3: Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by 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: The price to be charged for the tender document shall be Kshs.1, 000/=
- 2.2.3: 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. Details of Insurance Cover
- v. Form of Tender
- vi. Price Schedules
- vii. Contract Form
- viii. Confidential Business Questionnaire Form
- ix. Tender security Form
- x. Performance security Form
- xi. Oaths and Statutory Declaration Form
- xii. Bank Guarantee for advance payment

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 Hospital's 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 the Hospitals. Written copies of the Hospital's 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 and 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

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and 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 shall be *2% of the tender price*.

2.12.3: 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

2.12.4: The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee.

2.12.5: 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

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

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

2.12.8: The tender security may be forfeited:

- (A) if a tenderer withdraws its tender during the period of tender validity.
- (b) In the case of a successful tenderer, if the tenderer fails:
 - (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 reject 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 an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2: The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15: Sealing and Marking of Tenders

2.15.1: The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2: The inner and outer envelopes shall:

- (a) Be addressed to KUTRRH at the address given in the Invitation to Tender.
- (b) Bear tender number and name in the invitation to tender and the words “DO NOT OPEN BEFORE, Thursday 24th September,2020 at 10:00 a.m.

2.15.3: The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.4: If the outer envelope is not sealed and marked as required by paragraph 2.15.2, KUTRRH will assume no responsibility for the tender’s misplacement or premature opening.

2.16: Deadline for Submission of Tenders

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

2.16.1 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 The Hospital’s and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.2 Bulky tenders which will not fit the tender box shall be received by KUTRRH as provided for in the appendix.

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 the 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.

2.18: Opening of Tenders

KUTRRH will open all tenders in the presence of tenderers' representatives who choose to attend, on, **Thursday 24th September, 2020 at 10:00 a.m.** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as KUTRRH, at its discretion, may consider appropriate, will be announced at the opening.

2.18.2 KUTRRH will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19: Clarification of Tenders

2.19.1: To assist in the examination, evaluation and comparison of tenders 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 its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20: Preliminary Examination and Responsiveness

2.20.1: 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

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 Hospital have required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

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

2.22.4 The tender evaluation committee shall evaluate the tender within **(30)** 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: KUTRRH 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: KUTRRH'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 Hospital's action. If KUTRRH determines that none of the tenders is responsive, The Hospital 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 **(7)** days of receiving the request from any tenderer.

2.26.3 A tenderer who gives false information in the tender document about is 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

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

2.28.2 After expiry of 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 after expiry of fourteen (14) days from the date of notification of contract award unless there is an administrative review request.

2.29: Performance Security

2.29.1: The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to 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.

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 Brokers ONLY .
2.12: Tender Security	2% of the Annual Quoted Premiums
2.15.2 (b): State day, date and time of tender closing	Thursday 24th September, 2020 at 10:00 a.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 BROKERS ONLY

INDEMNITY INSURANCE SERVICES – 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	YES/NO	Remarks
A1	Submit a Copy Certificate of Incorporation/Registration certificate of change of name where applicable(Attach copy of CR12)	YES/NO	
A2	Insurance Certificate by Insurance Regulatory Authority(Certified by the Issuing Authority)	YES/NO	
A3	Current Registration as a member of AIB/AKI 2020	YES/NO	
A4	Submit a copy of tender security (Value 2% of total premium) Payable to Kenyatta University Teaching Referral and Research Hospital.	YES/NO	
A5	Submit a Copy of a valid PIN/VAT Certificate form KRA	YES/NO	
A6	Submit a Copy of a valid Tax Compliance Certificate form KRA	YES/NO	
A7	Submit a Copy of a Current Business License from Nairobi County or where the business is located.	YES/NO	
A8	Duly Completed, signed and stamped form of tender.	YES/NO	
A9	Professional Indemnity limit (at least 3% of total premium quoted)	YES/NO	
A10	Quotations authorized by an underwriter (Insurance Brokers only)	YES/NO	
A11	Audited Accounts for the last 3 years 2016/2017, 2017/2018 and 2018/2019.	YES/NO	
A12	Certified list of at least four (4) management staff and specify their tasks (Attach Cv's and Certified Certificates)	YES/NO	
A13	Completed Client Reference Form	YES/NO	
A14	Satisfactory completion of Business Questionnaire	YES/NO	

B	OPERATIONS PERFORMANCE & HUMAN RESOURCES	POINT	Points Awarded
B1	<p>Show adequacy of working capital for this contract. Enclose copies of audited accounts for the (3) years (2016/2017, 2017/2018 and 2018/2019).</p> <ul style="list-style-type: none"> • Working capital above Kshs 50 million (18pts) • Working capital below 50m – and above 40 m (12pts) • Working capital below 40m- above 25m (6pts) • Working capital less than 25m (0pts) 	18	
B2	<p>a) Technical Proposal..... (Marks to be awarded from the balance of the total) Attach a detailed technical proposal on how you plan to implement the contract. (3Pts)</p> <p>b) Company profile Give a detailed company profile showing qualification and years of experience of the management team in Professional Indemnity Insurance(1 Pt) Brokers MUST in addition indicate the underwriter for each risk category covered and include the cover premiums handled for each</p>	4	
B3	<p>Corporate Clients Starting with the most current, indicate similar assignments with at least 5 firms in the last 3 years. Provide references containing period, volume of business, discharge terms and recommendation. The references from the respective firms must be written within the bid period. (Minimum premium handled at least 40 million.)</p> <ul style="list-style-type: none"> ▪ With at least 5 referees worth 40m and above (6 pts) ▪ With at least than 3 referees worth 40m and above (3 pts) ▪ With less than 3 referees (0 pts) <p>Brokers MUST include the <u>underwriters and clients</u> for each reference given.</p>	6	
B4	<p>Give the turnaround time for settling Professional Indemnity Insurance claims. Indicate the lowest & the highest claims for each and the turnaround time and attach verifiable evidence</p> <ul style="list-style-type: none"> ▪ 1-2 weeks (4 Pts) ▪ Over 2weeks -1 month(2 Pts) 	4	

	<ul style="list-style-type: none"> ▪ Over 1 month -2 months(1 Pts) ▪ Over 2 months(0 Pts) 		
B5	a) Bidder experience as shown by number of years	2 points for every year's Experience in insurance business	10
	b) Professional qualifications and experience of the Chief Executive Officer (CEO)	ACII/AIHK: 3 points	14
		Relevant degree (B.com Ins., BSC Actuarial): 3 points	
		Postgraduate degree/Phd –(3 points)	
		Relevant experience: 1 point for every year's experience after qualification; (max 3 points)	
		Membership to relevant Professional Associations: 1 point for each; max (2 points)	
	c) Professional qualifications and experience of three (3) other technical personnel	ACII/AIHK: (2 points)	10
		Relevant degree: (2 points)	
		Postgraduate degree/Phd – (2 points)	
		Relevant experience: 1 point for every year's experience after qualification; (max 2 points)	
		Membership to relevant Professional Associations: 1 point for each; (max 2 points)	
	d) Claims Administration, maximum contract value, and company processes	Based on most recent Client Reference: 2 points for each reference; (max 6 points)	22
		Maximum contract value: 2 points for every 10 million; (max 10 points)	
		Process Automation – (3 points)	
		Customer satisfaction acknowledgement letter from client – (3 points)	

B6	<p>Highest business volume handled in the last three (3) years in Professional Indemnity Insurance Cover</p> <ul style="list-style-type: none"> ▪ Over Ksh.50 million (3 Pts) ▪ Over Ksh.45 – Ksh.50 million – Between 50m – 45m..... (2 Pts) ▪ Ksh.40 – Ksh.45 Million – Between 45m and 40m..... (1 Pts) <p>Brokers should provide the volume of business done by the underwriter (provide proof).</p>	3	
B7	<p>Litigation history Please submit an undertaking that no matter of litigation is pending in court against Directors, firm, Staff & Assigns of your organization under similar a assignment. Indicate any convictions in the past against the firm, directors or partners. (provide details i.e. status, value and period)</p> <ul style="list-style-type: none"> ▪ With no adverse litigation history..... (2 Pts) ▪ With adverse litigation history(0 Pts) <p><i>this applies for both brokers and underwriters ; brokers are expected to submit the litigation history of the underwriters</i></p>	2	
B8	Document Conformity to the required format (all pages serialized)	2	
B9	<p>FULL DISCLOSURE All bidders are expected to disclose fully all matters of their business without reservations. This MUST include, but not restricted, to all exclusions, riders and enhancements, authorized subcontracted agents. Undisclosed aspects may jeopardize the contract even when awarded</p>	5	
	TOTAL	100	

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Contents - Clauses

3.1: Definitions.....	21
3.2: Application.....	21
3.3: Standards.....	21
3.4: Use of Contract Documents and Information.....	21-22
3.5: Patent Rights.....	22
3.6: Performance Security.....	22
3.7: Delivery of Services and Documents.....	22
3.8: Payment.....	22
3.9: Prices.....	23
3.10: Assignment.....	23
3.11: Termination for Default.....	23
3.12: Termination for Insolvency.....	23
3.13: Termination for Convenience.....	24
3.14: Resolution of Disputes.....	24
3.15: Governing Language.....	24
3.16: Applicable law.....	24
3.17: Force Majeure.....	24
3.18: Notices.....	24

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1: Definitions

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

“The Contract” means the agreement entered into between 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.

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

“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.

“The Procuring entity” means KUTRRH.

“The Contractor” means the organization or firm providing the services under this Contract.

“GCC” mean the General Conditions of Contract contained in this section.

“SCC” means the Special Conditions of Contract

“Day” means calendar day

3.2: Application

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

3.3: Standards

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

3.4: Use of Contract Documents and Information

- 3.4.1 The Contractor shall not, without 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 The Hospital 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 The Hospital on completion of the contract's or performance under the Contract if so required by The Hospital.

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 Bank guarantee.
- 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

3.8.1: The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC.

3.8.2: 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 (10%) of the original contract price

3.9.4: Price variation requests shall be processed 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

3.11.1 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:

3.11.2: 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.

3.11.3: If the Contractor fails to perform any other obligation(s) under the Contract

3.11.4: If the Contract in the judgment of KUTRRH has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.5: In the event where 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 The Hospital.

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 KUTRRH's 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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.18: Notices

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

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

IV: SPECIAL CONDITIONS OF CONTRACT AS RELATES TO THE GENERAL CONDITIONS OF CONTRACT.

General Conditions of Contracts Reference	Special Conditions of Contract.
2.1 Eligible Tenderers	Particulars of eligible tenderers: Open to interested and eligible Insurance Brokers ONLY.
2.1.1 Eligible Tenderers	The services are to be provided for an initial 12 months which may be renewed by the client for another 12 months' subject to satisfactory performance on the part of the service provider (Performance to be reviewed at the end of the initial period). The contract period is 24 months.
2.2.2	Price to be charged for Hard Copy tender document is Kshs. 1,000.00. Applicants are encouraged to download a copy of the tender document from the KUTRRH website, www.kutrrh.go.ke free of charge, and send their details to the hospital through the procurement office at procurement@kutrrh.go.ke .
2.12.2 Tender Security	2% of the Total Premium/ Total sum of the contract.
3.6 Performance security	10% of the total sum of contract
3.7 Delivery of Services	As per the Tender requirements
3.8 Payment	As per Insurance Act
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

SECTION V. SCHEDULE OF REQUIREMENTS FOR INDEMNITY INSURANCE SERVICES –

	Description details
1	To indemnify the Hospital, members of the board (12) in number, All professional health workers numbering 150 and Senior Management Staff numbering 15, and any other professionals while on duties.

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 the procuring entity.
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 the procuring entity.

SECTION VI: TENDER STANDARD FORMS

1. FORM OF TENDER	30
2. PRICE SCHEDULES.....	31
3. CONTRACT FORM.....	32
4. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM	33-36
5. TENDER SECURITY FORM	38
6. PERFORMANCE SECURITY FORM.....	39
7. OATHS AND STATUTORY DECLARATION FORM.....	40-41
8. BANK GUARANTEE FOR ADVANCE PAYMENT.....	42

1. FORM OF TENDER

Kenyatta University Teaching, Referral & Research Hospital
P.O. Box 7674-00100, GPO
NAIROBI

Tender No: KUTRRH/TNDR/S/003/INSIND/2020-2022.

Tender Name: *Provision of Indemnity Insurance Services.*

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 *Indemnity Insurance Services* under this tender in conformity with the said Tender document for the sum of Kshs..... [Total Tender amount in words]
.....
.....
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 *Indemnity Insurance 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.....

3. CONTRACT FORM

THIS AGREEMENT made the..... Day of..... 2020.....

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 KUTRRH invited tenders for the *Indemnity Insurance Services* and has accepted a tender by the tenderer for the provision of the services in the sum of Kshs..... [Contract price in words in 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 Details of cover
 - c. the General Conditions of Contract
 - d. the Special Conditions of Contract
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 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 (Kenyatta University Teaching, Referral & Research Hospital)

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

4. MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

A.	COMPANY DATA	DETAILS	RATING
1	Company Name		
2	Nature of Business		
3	Address		
4	Office Telephone No.		
5	Office Fax, Mobile & Email		
6	Office Location (Permanent Address)		
7	Bank Reference		
B.	GENERAL INFORMATION AND STRATEGIC CONSIDERATIONS		
1	Data Establishment		
2	Types of Activities		
3	Main Owners		
4	Are there financial/Ownership Link with other companies	<input type="checkbox"/> Yes <input type="checkbox"/> No. <input type="checkbox"/> Name(s)	
5	What is the Company's main line of business		
C	REGISTRATION AS SUPPLIER STATUS AND OTHER STATUTORY REQUIREMENTS		
	C.1 Registration		
1	Legal Registration No:		
2	Registration with the relevant regulatory authority (state the authority)		

3	Membership of relevant Association (state the Association)		
	C.2 Other Statutory Requirements		
1	Tax Compliance Certificate		
2	PIN Certificate		
3	VAT Certificate		
D	STRATEGIC CONSIDERATION		
1	Strategic Vision		
2	Business Plan or Programme		
3	Service Charter		
4	Short –term Objectives		
5	Medium-term Objective		
6	Long-term Objectives		
7	Has corporate strategy communicated to staff	<input type="checkbox"/> Yes <input type="checkbox"/> No. <input type="checkbox"/> Name(s)	
E.	EXPERIENCE AND QUALIFICATIONS AS A SUPPLIER		
	E.1 Types and values of services rendered for each of the last three (3) year and clients.		
	Services	Value	Client
	a)		
	b)		
	c)		
	d)		
	E.2 Evidence of Qualified Key Staff for performance of the services		
	Name	Experience	Qualification
	a)		
	b)		
	c)		

	d)		
	e)		
F	SALES SERVICE AND CUSTOMER SUPPORT		
	F.1 General sales information		
1	Sales turnover for the services being audited		
2	The Company's main Competitors		
3	Main market segments serviced		
4	Sales infrastructure and arrangement		
5	The Maximum contact value the company is willing to undertake	Minimum Maximum	
	F.2 After sales services and customer support		
1	What level of technical support is generally offered?		
2.	Name and contact details of the technical local point:		
3.	Is service level performance measured? If so list the indicators used	<input type="checkbox"/> Yes <input type="checkbox"/> No. <input type="checkbox"/> Indicators	
4.	Is there a team of persons that can be contacted outside the working hours?	<input type="checkbox"/> Yes <input type="checkbox"/> No.	
5.	Does the company employ temporary or sub-contracted labor? If yes, please give details	<input type="checkbox"/> Yes <input type="checkbox"/> No. <input type="checkbox"/> Notes	

	F.3 Customer Complaints and Rejections		
1	How are customer complaints handled? Give details		
2.	Is there a route cause for customer rejection investigated and measures taken to eliminate the cause? Give details	<input type="checkbox"/> Yes <input type="checkbox"/> No. <input type="checkbox"/> Notes	
3.	Are these measures monitored to ensure that they are effective? Give details	<input type="checkbox"/> Yes <input type="checkbox"/> No. <input type="checkbox"/> Notes	
	F.4 E-Commerce		
1	Does the company have a website? Which are its main features (e.g. transactional, promotional, corporate, B-2-B, B-2-C etc.)	<input type="checkbox"/> Yes <input type="checkbox"/> No. <input type="checkbox"/> Notes	
2	Does it have an online catalogue of products and services? Give details	<input type="checkbox"/> Yes <input type="checkbox"/> No. <input type="checkbox"/> Notes	

G	QUALITY MANAGEMENT SYSTEMS		
1	Does the company hold a national certification accreditation for quality?	<input type="checkbox"/> Yes <input type="checkbox"/> No. <input type="checkbox"/> Notes	
2	Is the company certified under ISO 9000 or equivalent? If so please attach the ISO Certificate for this audit	<input type="checkbox"/> Yes <input type="checkbox"/> No. <input type="checkbox"/> Notes	
3	If not, what steps are being taken to attain No.2 above? Give details		
4	What internal audits are undertaken to ensure continued adherence to all aspects of company quality systems as well as compliance with the external requirements? Give details		
5	Do qualified independent personnel perform internal audit? (Give details)		

Part 3 – Eligibility Status.

3.1 Are you related to an Employee who works in the Finance or Procurement Departments of KUTRRH? Yes..... No:.....

3.2: If answer in ‘3.1’ is **YES** give the relationship:

3.3: Does an Employee as in “3.1” above, sit in the Board of Directors or Management of your Organization Subsidiaries or Joint Ventures? Yes..... No.....

3.4: If answer in ‘3.3’ above is YES give details.....

3.5: Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by KUTRRH to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation? Yes..... No.....

3.6: If answer in ‘3.5’ above is YES give details.....

3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices? Yes..... No.....

3.8: If answer in ‘3.7’ above is YES give details.....

3.9: Have you offered or given anything of value to influence the procurement process? Yes..... No.....

3.10: If answer in ‘3.9’ above is YES give details.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date: Signature of Candidate:

If a Kenyan Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

5. TENDER SECURITY FORM

Whereas (Hereinafter called <the tenderer> has submitted its bid.

[Name of Bidder]

Datedfor the *Provision of Indemnity Insurance Services* (hereinafter called the tender)

[Date of submission of bid]

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

[Name of bank] [Name of country]

Our registered office at (Hereinafter called <the procuring entity> in

[Name of procuring entity]

The sum of Kshs. for which payment well and truly to be made to

[State the amount]

KUTRRH, the Bank binds itself, its successors, and assigns by these presents. Sealed

With the Common Seal of the said Bank this day of
.....2020.

THE CONDITIONS of this obligation are: -

1. If the tenderer withdraws its tender during the period of tender validity specified by Kenyatta University Teaching, Referral & Research Hospital on the Form; or
2. If the tender, having been notified of the acceptance of its tender by Kenyatta University Teaching, Referral & Research Hospital during the period of tender validity.

Fails or refuses to execute the Contract Form, if required; or

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 The Hospital having to substantiate its demand, provided that in its demand The Hospital 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.

Signature: Date: Official Stamp:
.....

6. PERFORMANCE SECURITY FORM

Kenyatta University Teaching, Referral & Research Hospital
P.O. Box 7674-00100, GPO.

NAIROBI

WHEREAS

[Name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of
Contract No..... [Reference number of the contract] dated.....
2020.....to provide services

[Description of insurance services] (Hereinafter called “the Contract”)

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

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

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

This guarantee is valid until the _____ day of _____ 2020.

Signature and seal of the Guarantors

.....
[Name of bank of financial institution]

.....
[Address]

.....
[Date]

7. 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 Kenyatta University Teaching, Referral & Research Hospital 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 2020}

}

} _____

}

DEPONENT

Before me }

}

}

}

Commissioner for Oaths }

8. BANK GUARANTEE FOR ADVANCE PAYMENT (TO BE APPLICABLE AFTER SIGNING CONTRACT)

To.....

Name of tender.....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general, conditions of contract to provide for advance payment,.....[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with Kenyatta University Teaching, Referral & Research Hospital a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of[amount of guarantee in figures and words].

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]