



**THIKA WATER AND SEWERAGE COMPANY LIMITED  
(THIWASCO)**

**TENDER NO: THIWASCO/048/2020-2021**

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**PROJECT: PROVISION OF MEDICAL INSURANCE  
COVER (INPATIENT AND OUTPATIENT)**

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**MANAGING DIRECTOR  
THIKA WATER AND SEWERAGE COMPANY LTD,  
P.O. BOX 6103 - 00100, THIKA – KENYA.**

**(2020-2021)**

**CLOSING DATE**  
**THURSDAY, 12 NOVEMBER, 2020**

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**SECTION I - INVITATION FOR TENDERS**  
**Date Thursday, October 27, 2020**

**TENDER REF. NO. THIWASCO/048/2020-2021 TENDER NAME**  
**PROVISION OF MEDICAL INSURANCE COVER**  
**(IN PATIENT&OUTPATIENT)**

1.1 **Thika Water and Sewerage Company Ltd (THIWASCO) invites sealed tenders from eligible candidates for Provision of Medical Insurance Cover (inpatient and Outpatient)**

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **(Thika Water and Sewerage Company Ltd, P.O. Box 6103-01000, Near Bluepost Hotel, Along Haile Selassie Road, Thika.** during normal office working hours.

1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **kshs.1,000.00** Through bank deposit to;

**(THIKA WATER AND SEWERAGE COMPANY LTD,EQUITY BANK ACCOUNT:0090294392028,EQUITY PLAZA,THIKA BRANCH).Tender documents code-027 or download the tender documents free of charge from the Thika Water and Sewerage Company Ltd Website [www.thikawater.co.ke](http://www.thikawater.co.ke). Bidders who download the documents from the website MUST also forward their particulars immediately for records via email to [procurement@thikawater.co.ke](mailto:procurement@thikawater.co.ke)**

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 **Head Office, Thika Water and Sewerage Company Ltd, Near Bluepost Hotel, Along Haile Selassie Road, Thika** or be addressed to **(Thika Water and Sewerage Company Ltd. P.O. Box 6103-01000 Thika** so as to be received on or before **Thursday, November 12, 2020 at 11.00am**

- 1.6 Tenders will be opened immediately thereafter in the presence of the candidate's representatives who choose to attend at **Head Office Compound, Thika Water and Sewerage Company Ltd, Near Bluepost Hotel, Along Haile Selassie Road.**

SIGNED FOR: **(Managing Director, Thika Water and Sewerage Company Ltd)**

## 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 The procuring entity's 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 the Procuring entity 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 the procuring entity, 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 not exceed Kshs.5,000/=
- 2.2.3 The procuring entity 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) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review 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 the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. 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 The procuring entity 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, the Procuring entity, 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, the Procuring entity, 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 the Procuring entity, 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 the Procuring

entity'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 not exceed 2 per cent of the tender price.

2.12.3 The tender security is required to protect the Procuring entity 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

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity 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 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

### **2.14. Format and Signing of Tenders**

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

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

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

### **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL

TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity 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 ( *day, date and time of closing* )

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, the Procuring entity 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 the Procuring entity at the address specified under paragraph 2.15.2 not later than (*day, date and time of closing*).

2.16.2 The Procuring entity 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 Procuring entity 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 the procuring entity 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 Procuring entity prior to the deadline prescribed for submission of tenders.

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

## **2.18. Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (*time, day and date of closing*) and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tenders' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity 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 the Procuring entity 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 the Procuring entity in the Procuring entity's 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 The Procuring entity 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 The Procuring entity 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, the Procuring entity 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 the Procuring entity'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 the procuring entity 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, the Procuring entity 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 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity'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) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity'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. The Procuring entity 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 the Procuring entity**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Procuring entity 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 the Procuring entity 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 the Procuring entity 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 the Procuring entity 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 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that non of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 The procuring entity 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 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, the Procuring entity 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 the procuring entity 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 the Procuring entity 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 the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity 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 the Procuring entity.

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 the Procuring entity.

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

## **2.30 Corrupt or Fraudulent Practices**

2.30.1 The Procuring entity 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 The Procuring entity 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.

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	eligible tenderers: <b>Insurance companies and insurance brokers that are competent to provide medical cover.</b>
2.2.2	price to be charged for the tender document Kshs. 1,000.00 Through bank deposit to; (THIKA WATER AND SEWERAGE COMPANY LTD,EQUITY BANK ACCOUNT:0090294392028,EQUITY PLAZA,THIKA BRANCH). <i>Tender documents code-027</i> or download the tender documents free of charge from the Thika Water and Sewerage Company Ltd Website <a href="http://www.thikawater.co.ke">www.thikawater.co.ke</a> . Bidders who download the documents from the website MUST also forward their particulars immediately for records via email to <a href="mailto:procurement@thikawater.co.ke">procurement@thikawater.co.ke</a>
2.12	Form of tender security: <b>Tenderer shall furnish a tender security of Kshs.400,000.00</b> bid bond from tender security providers approved by PPRA
2.13.1	Validity of Tenders: <b>Tenders shall remain valid for 120 days after date of tender opening</b>
2.15.2 (b)	<b>Thursday, November 12, 2020 at 11.00am</b>
2.16.1	<i>As 2.15.2 (b) above</i>
2.18.1	<i>As 2.15.2 (b) above</i>
2.18.1	<b>Serialize every page of the bidding documents submitted</b>

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>				
2.20	<p align="center"><b>Preliminary Examination and Responsiveness:</b></p> <p>1. Any bidder who fails to meet any of the mandatory requirements shall be disqualified for further evaluation</p> <p>2. under writer who quotes through a broker must not give a direct quote, direct quote submission shall lead to automatic disqualification.</p> <p align="center"><b>(a) Conditions to be met by the Underwriting Firms in the preliminary evaluation</b></p>				
	NO.	REQUIREMENTS	Reference (Indicate the Serial number of your tender where evidence is provided)	YES	NO
	1	Must be an underwriter			
	2	Must be registered with the Insurance Regulatory Authority for the current year and submit copy of the current license.			
	3	Duly filled and signed form of tender and premium schedule.			
	4	Current registration certificate with Association of Kenya Insurers (AKI) (Submit copy of membership certificate).			
	5	Copy of valid tax compliance certificate.			
	6	Must submit <b>Kshs.400,000.00</b> bid bond with a validity period of 120days payable to Thika Water and Sewerage Co. LTD			
	7	Submit a copy of current re-insurance slips/cover notes or proof from insurance regulatory that reinsurance arrangements are in place.			
	8	Should be limited liability companies registered under the Companies Act. Attach certificate of incorporation			
	9	Confidential business questionnaire duly completed detailing directors/partners/sole proprietorship.			
	10	Bid documents must be submitted in two copies marked <b>“original and Copy”</b>			
	11	Evidence of underwriter branded medical smart card			
	12	Must have been underwriting the quoted business for a minimum period of seven (7) years. Attach evidence			
	13	Must indicate physical address and registered office (copy of lease or tenancy agreement)			

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>				
			<b>Reference (Indicate the Serial number of your tender where evidence is provided)</b>	<b>YES</b>	<b>NO</b>
14		Attach a CR12 form obtained from the Attorney General's office showing the shareholders of the firm, citizenship or a list of directors of shareholders, shareholding and citizenship or a sworn affidavit of the directors of the company			
15		Must submit a list of at least five (5) reputable clients with a minimum of 300 Employees (excluding THIWASCO) in the last three years and indicate the clients' premium each with 50m together with contacts of the client. The COMPANY reserves the right to verify information provided.			
16.		Must submit copies of the audited financial statements for the last (3) three years.2019, 2018 & 2017.			
17.		<p>The underwriter must meet the following liquidity and solvency parameters:</p> <p><b>Solvency Ratio</b> i.e. Debts to Assets Ratio – acceptable threshold shall be a maximum of 2.</p> <p><b>Claims Coverage Ratio</b> i.e. Net Liquid Assets to Outstanding Claims Ratio – <i>the acceptable threshold shall be a minimum of 1</i></p> <p><b>Current Ratio</b> i.e. Current Assets to Current Liabilities Ratio – <i>the acceptable threshold shall be a minimum of 1.</i></p>			
18.		Must provide a comprehensive list of service providers which shall include, Hospitals, Doctors/ Specialists, Pharmacy, etc. and of wide coverage			

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>				
			<b>Reference (Indicate the Serial number of your tender where evidence is provided)</b>	<b>YES</b>	<b>NO</b>
	<p><b>(b)Conditions to be met by the Brokerage Firms in the preliminary evaluation</b>  <b>Preliminary Examination and Responsiveness:</b>            1.Any bidder who fails to meet any of the mandatory requirements shall be disqualified for further evaluation.</p> <p>2. Eligible brokers must submit only one quote from a particular underwriter; submission of more than one quote shall lead to automatic disqualification.</p>				
	1.	Certificate of incorporation copy of the brokerage firm Valid Tax Compliance Certificate			
	2.	Copy of the current membership certificate of the Association of Insurance Brokers of Kenya (AIB).(2019)			
	3.	Submission of a duly completed Confidential Business Questionnaire			
	4.	Copy of valid Certificate of Registration with Insurance Regulatory Authority as an Insurance Broker. The Broker MUST have been in existence as an Insurance Broker for at least five (5) Years			
	5.	Submission of Tender Form duly completed and signed			
	6.	Must submit <b>Kshs.400,000.00</b> bid bond with a validity period of 120days payable to Thika Water and Sewerage Co. LTD			
	7.	Submission of Declaration Form duly completed and signed			
	8.	Copies of the Audited financial statements for the last three (3) years. (2019,2018,2017) (Not Annual Reports)			
	9.	Evidence of valid professional indemnity policy of at least Ksh.100 million with a reputable underwriter			
	10.	Attach a CR12 form obtained from the Attorney General's office showing the shareholders of the firm, citizenship or a list of directors of shareholders, shareholding and citizenship or a sworn affidavit of the directors of the company.			
	11.	List of 4 lead Officers proposed for execution of the services being sought in this tender; Their Titles in the firm and CV indicating the academic and professional qualifications and experience.			
	12.	Attach Authorization letter from the proposed Underwriter			



Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>			
2.22	<p><b>C) Technical Evaluation. Combined for the Broker and the Underwriter.</b>  At the technical evaluation stage, the bids shall be subjected to the technical evaluation criteria as stipulated in the table below. The maximum score shall be 100%. Pass mark to proceed to financial evaluation is 70% and above out of 100%.</p>			
	<b>S/NO</b>	<b>CRITERIA</b>	<b>DESCRIPTION</b>	<b>REFERENCE-INDICATE SERIAL NO WHERE EVIDENCE IS PROVIDED</b>
1	<b>FIRM and IRA licenses) EXPERIENCE (10MARKS)</b>	Evidence of firm existence and doing medical insurance for the last five years (Attach Certificate and IRA licenses)		5marks (1marks per year)
		Underwriters Statement from IRA on medical re-Insurance arrangements each year for the last five (5) years. (Attach certified Statement)		5marks (1marks per year)
2	<b>FINANCIAL CAPACITY (20MARKS)</b>	Evidence of underwriter's medical premiums of 1B each year for the last three (3) years 2017,2018,2019 as per IRA report and books of account) and 500M for insurance brokers		9 Marks (3 marks per year)
		Evidence of paid up capital of 300m for General underwriter as per IRA Report		5Marks
		Underwriters current Letter of credit worthiness from their Bank		2 Marks
3	<b>MEDICAL INSURANCE BENEFITS (12 MARKS)</b>	Full outpatient benefits		2 Marks
		optical and dental cover		2 Marks
		cover limits as per specs		2 Marks
		value added cover limits		2 Marks
		Full pre-existing cover benefits		2 Marks
		Indicate the benefit and exclusions /exemptions clauses if any that the policy will not cover. This should NOT include the expected benefit by THIWASCO as stipulated in this document with full limit.		10Marks

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>				
	S/NO	CRITERIA	DESCRIPTION	REFERENCE-INDICATE SERIAL NO WHERE EVIDENCE IS PROVIDED	MAXIMUM POINTS
	4	<b>HUMAN RESOURCES CAPACITY (27 MARKS)</b>	Four (4) Technical staff	Possession of Bachelor Degree (Insurance option/Actuarial science (Attach certified certificate	2 Marks
				Minimum Five (5) years relevant insurance experience (Attach certified CV) (1 mark)	2Marks
			Principal officer (As per IRA and Attach proof)	Possession of business-related Degree (Attach certificate)	2 Marks
				Possession of ACII/IIK (Attach certificate)	2 Marks
				Minimum ten (10) years relevant insurance experience (Attach certified CV)	2 Marks
			Care Team	Professional Medical Doctor (Attach certified certificate)	2 marks
				Current certified practicing license	2 marks

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>				
	<b>S/NO</b>	<b>CRITERIA</b>	<b>DESCRIPTION</b>	<b>REFERENCE-INDICATE SERIAL NO WHERE EVIDENCE IS PROVIDED</b>	<b>MAXIMUM POINTS</b>
	5	<b>SCOPE OF THE COVER</b>	International Arrangements		2 Marks
			Network of Hospitals, Doctors and other service providers		2 Marks
			Insurance to have branches in Thika town		2 Marks
	6	<b>EVIDENCE OF CLAIM SETTLEMENT (3 marks)</b>	Medical claims of 500M each year for the last three (3) years (Attach IRA and books of account Extracts		2 Marks
			A response 24hrs help line availability (24hrs ambulance availability on emergency)		1 Mark
	8	<b>RECOMMENDATIONS AND LETTERS OF CREDIT (28MARKS)</b>	Current recommendation from the below listed major Hospitals and those with branches in Thika should be accredited by the insurance a) Nairobi Hospital b) Avenue Hospital c) Mater Hospital d) Aga Khan Hospital e) Gertrude Hospital		10 Marks
			Contract with the below listed hospitals in Thika. a) Vineyard Hospital b) Mary Help Hospital c) Galaxy Hospital d) Thika Level 5 e) Equity Afia f) ST Mulumba Hospital		9Marks
			Should provide;		3Marks

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>			
			g) Proof of having specialist doctors around Thika i.e. <ul style="list-style-type: none"> <li>• Obstetrician/Gynecologist</li> <li>• Pediatricians</li> <li>• Physician</li> <li>• Chest Specialist</li> <li>• Gastroenterologist</li> <li>• ENT</li> <li>• Urologist</li> <li>• Dermatologist</li> <li>• Dentist</li> <li>• Ophthalmologist</li> <li>• Orthopedic</li> <li>• Opticians etc.</li> </ul> Attach contract letters with the specialist	
			Provide proof of Major pharmacies in Thika.	2Marks
			Provide a country wide list of approved health providers where you have credit facilities (THIWASCO) reserves the right to confirm directly with these providers the existence of credit facilities).	5 Marks
		<b>TOTAL</b>		<b>100</b>
<p><b>(c) Financial Evaluation</b>            The firms that qualify at the technical evaluation stage shall have attained 70% and above. The evaluation committee shall determine whether the financial quote are complete, correct and without any computational errors.  <b>Note:</b> Tenderers will be expected to quote in Kenya Shillings inclusive of all taxes.</p>				
2.29	Award Criteria; Award will be made to the lowest evaluated bidder In case of a tie competitive bidding shall be applied.			
2.30	The amount of Performance Security shall be [10% of the contract price]			

## 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 the Procuring entity 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 the Procuring entity under the Contract.

- (d) “The Procuring entity” 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” means 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 superceded 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 the Procuring entity’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 Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity’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 the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of

the contract's or performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**

3.5.1 The Contractor shall indemnify the Procuring entity 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 the Procuring entity the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity 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 the Procuring entity 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 the Procuring entity 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 the procuring entity 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 the Procuring entity, 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 the procuring entity'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 by the procuring entity 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 the Procuring entity's prior written consent.

### **3.11. Termination for Default**

- 3.11.1 The Procuring entity 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 the Procuring entity.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the Procuring entity 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 un-delivered, and the Contractor shall be liable to the Procuring entity 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 The Procuring entity 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 procuring entity.

### **3.13. Termination for Convenience**

3.13.1 The Procuring entity 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 the procuring entity 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 The procuring entity 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**

- 3.18.1 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.

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

### **4.1 TERMS OF REFERENCE**

Thika Water & Sewerage Company Ltd (THIWASCO) is a public company established through the Water Act 2002 and operates under a service provision agreement with Athi Water Services Board. Its core business is provision of water and sewerage services within Thika Town and its environs. The main objective of the medical Insurance scheme is to provide adequate and cost-effective health care to the Members of THIWASCO staff and their immediate dependents. This is in line with the Employment Act 2007 which states that “an employer shall ensure the provision of sufficient and proper medicine for his employees during illness and if possible medical attendance during serious illness”.

THIWASCO seeks to contract reputable insurance company/Brokers to provide a medical insurance cover whose benefits will ensure Members of the Board and Staff will receive quality health care.

The proposed Medical Schemes shall be fully enhanced medical schemes cover and is intended to provide all employees and their dependents with quality medical and health care services on 24 hours cover basis taking into cognizance the unpredictable nature of sicknesses and/or accidents. The cover will be both in and out-patient as one package under one underwriter and no co-sharing.

While it is appreciated that medical schemes come with inherent controls and procedures, THIWASCO is expecting that the selected provider will look at the possibility of

ensuring that any controls and procedures are not unnecessarily bureaucratic, discriminative and cumbersome.

The Health Insurance Provider is expected to furnish THIWASCO with quarterly returns on the utilization of the employee's medical entitlements to enable the Management inform and advise the staff accordingly.

**N/B** At no point will the selected insurance inform employees directly of encumbrances. The contract is between THIWASCO and the selected insurance provider. Contravention will be a breach of contract.

#### **DATE OF INCEPTION/ COMMENCEMENT**

The Medical Insurance Provider is expected to start providing the Medical cover from 21<sup>st</sup> November 2020 for one year with possibility of one-year extension based on performance.

#### **PERIOD OF COVER**

The contract period shall be for one (1) year renewable for another one year based on performance

#### **ELIGIBILITY**

An eligible beneficiary shall be any person who is:

- i. Employees and Board Members of Thika Water and Sewerage Company Limited as principal member.
- ii. One Spouse (by marriage or domestic) declared by the principal member.
- iii. The child or dependant, stepchild or legally adopted child of 0 to 21 years of age and/ or to 26 years if in full time formal education
- iv. 7 dependants' children declared by THIWASCO with disability wholly dependent on principal member and are registered with the National Council for persons with disability /a medical from OR report from a developmental paediatrician and or the Ministry of Health Assessing Medic, will have no age limit.
- v. There will be no exemptions or exclusions to full cover for category iv
- vi. Where a couple works at THIWASCO, they will each be principal holders of their own medical cover benefit and cover their dependants.

The Medical Scheme is expected to cover the following: -

##### **1. Inpatient Services:**

The In-patient cover benefit will be fully enhanced for **pre-existing illnesses and conditions, chronic, disability, rare conditions and HIV/AIDS conditions**. It will fully

cater for disabled dependents of the principal member with no exclusions and include but not limited to the following benefits:

- Accidental and illness hospitalization (accommodation, doctor(s)' fees, operating theatre, ICU charges, physiotherapy, prescribed drugs, dressings surgical appliances, X-rays)
- In-patient surgery
- Admission in ward and private or semi-private as per specifications
- Day admission for all cases including local and general anesthesia will be considered as inpatients
- Elective, non-elective and emergency caesarian with no age limit on pregnancy
- Hospitalization due to dental and optical cases
- Gynecological issues and illnesses, D&C, SMM
- Blood transfusion and platelets transfusion.
- Post hospitalization benefit (clearly defined- when, how much and not as reimbursement)
- Will cover surgical, accident and medical cases
- Admission overseas including a guardian or accompanying person
- Ambulance rescue/evacuation (both road and air)
- DSA which is part of mental health to be included for inpatient care
- Disabled dependent of the principal will have NO age limit and will have a caregiver lodger similar to a child with no limitation.
- Special Inpatient cover to include but not limited to:
  - ❖ Chemotherapy and radiation
  - ❖ Dialysis and Related Medication
  - ❖ Organ Transplant and post care
- Test and Treatment for COVID-19 virus.
- Any additional benefit should be specified by the bidder
- Any other service not included above but which may be mutually agreed upon from time to time.

## **2. Maternity inpatient covers Limit (Ksh 100,000)**

- Inpatient admissions at all stages of pregnancy
- Authorization of maternity supplements as prescribed by the doctor
- Cover Caesarean sections emergency and elective; including normal delivery at whatever age of pregnancy.
- Neonatal cover within inpatient limit from age zero
- Lactation care and training

## **3. Outpatient Services**

The Outpatient scheme shall deal with cases of illness not requiring admission into a hospital and will include examinations, diagnosis and speedy treatment at health clinics

and/or hospitals with the aim of preventing any ailment or illness from deteriorating into cases that require hospitalization. The outpatient cover shall encompass the following benefits:

The bidder shall confirm as indicated.

- Routine outpatient consultation
- Diagnostic Laboratory and radiology services
- Prescribed Physiotherapy, occupational and Speech therapy
- Prescribed assistive devices
- Prescribed drugs and dressing;
- HIV/AIDS related conditions and prescribed ARV's
- Routine Immunization (KEPI) - to include baby friendly vaccines within prescribed limit.
- Travel vaccination for employees on work duty
- Routine Antenatal checks ups
- Postnatal care up to six weeks post-delivery;
- Chronic and recurring conditions
- Outpatient Emergency Ambulance services
- Pre-existing conditions.
- Dental services as a direct benefit
- Optical services as direct benefit which include laser treatment
- Psychiatric and Counselling services
- Specialist opinion on referral basis
- Direct specialist visits for gynecologist and pediatrician
- Prescribed supplements by medical practitioner
- Health Education on a quarterly basis including VCT, disability sensitivity training, lifestyle care health.
- Prescribed soaps and oils e.g. Oillatum for eczema
- Test and Treatment for COVID-19 virus
- STI shall be treated as outpatient cover and counselling done
- Benefit shall cover Radioactivity for current staff and subsequent transfer
- Annual medical check-up shall be allowed once a year for a Member and the spouse.
- Any additional benefit should be specified by the bidder
- Any other service not included above but which may be mutually agreed upon from time to time.

#### **Dental benefit for staff and dependents**

The cover should cater for accidental and non-accidental dental and extractions, filling of dental caries, dental cleaning and premiums based on benefits. Cost of dental consultation, decay, orthodontics, root canal, dentures & braces, fillings, x-rays, Bridges

& implants, Polishing and Scaling; extractions including surgical extractions together with anesthetist's fees, hospital and operating theatre cost.

The total coverage under this section in any one period of insurance shall not exceed the limits specified above. Dental hospitalization will each be covered within the inpatient limit.

### **Optical benefit for staff and dependents**

The cover should cater for treatment/ lenses replacements (with frames) as advised by optician and ophthalmologist and premiums based on benefits. Optical services Frames, contact lenses, bi-Focal lenses, and Visual examination, eyeglasses and eye testing expenses related to eye treatment, Correction of sight defects, treatment arising from injury to the eyes caused solely and directly by accident external and visible means or arising from a disease affecting the eye or optic nerve and Cataract procedure.

All optical surgical procedures including those falling under organ transplant will be covered under limits provided for specialist medical care.

The total coverage under this section in any one period of insurance shall not exceed the limits specified above.

Optical hospitalization will each be covered within the inpatient limit.

### **Lifestyle and HIV/AIDS Cover**

The following expenses will be catered for both under outpatient and inpatient.

- Voluntary counseling and testing
- ARV therapy
- Opportunistic Infections
- Laboratory investigations necessary
- Provide post exposure prophylaxis in case of emergencies.
- Nutritional advice and counseling
- Other related treatments.

### **Counseling and Rehabilitation**

To cover for the cost of Counseling and rehabilitation this shall be catered under inpatient and outpatient annual limit.

### **6. Annual Medical Check-Up**

Member and spouse will be entitled for annual comprehensive medical checkup and a personal health awareness talk based on the checkup.

### **7. Particulars/Requirements of Medical Scheme Cover:**

The bidder is expected to provide the following: -

- Full details of what the cover provides and with attention to THIWASCO bare minimum eligibility
- Eligible expenses included in the in-patient cover
- Eligible expenses included in the out-patient cover



- Full details of cover exclusions i.e. give specific details of each excluded condition and Dependents eligibility
- Last expense (member and dependents)
- Detailed list of providers and specialist's country wide with specific exhaustive coverage of facilities, specialists and pharmacists in Thika and its environs.
- Mechanisms for any individual upgrade of cover that an employee would like to enhance their provided limits with.

## **8. ADD-ONS TO THE COVER**

Local emergency road and air evacuation for transportation of a sick Member or dependents for treatment from an area where facilities are not adequate or adequate care does not exist to the next available hospital or licensed medical facility will be covered within the annual inpatient limit. The details of the covers shall be provided by the service provider and shall form part of the scope envisaged.

Claims related to expenses arising whilst the Member is temporarily abroad and requiring emergency treatment for an illness or injury that occurs during the period of travel with the option of the provider providing travel and medical insurance for staff while abroad.

Treatment costs arising from a condition that warrants treatment overseas because the treatment is not available in East African Region to be covered with accompanying costs. Health talks will be arranged on a regular quarterly basis to provide any other add-ons to the medical cover.

## **9. Additions/Deletions of beneficiary**

New members 'premium shall be paid on pro rata basis as exiting members will also be prorated.

## **10. Reimbursement**

Cases of reimbursement should be honored when they arise and within 24 hours of claim presentation.

The bidder to clearly indicate that there are **NO** other terms and conditions like co-pay, waiting period etc.

## **11. Network Coverage:**

The bidder is required to provide the following: -

- The bidder should have extensive and reputable network of Hospitals, Clinics, Pharmacies and Laboratories within easy reach of the members and their dependents.
- Full details of towns where the insurance company is represented by a medical network.
- The appointed hospitals, clinics and doctors all over the country that can be accessed by employees and their dependents.
- Full details of the medical cover outside Kenya and all exclusions that are applicable.

- A detailed list of all high, medium and low-cost hospitals, pharmacies and specialists in Thika on their framework or with signed undertakings.

**NB 1:** All Counties that our employees and their dependents are resident in should have a good representation of medical network representation.

**NB 2:** Once in a while, staff may be required to perform their duties out of station or travel within the country or overseas to attend training, seminars or workshops. The bidder should therefore make provision for such cases in the proposal.

**NB 3:** The bidder should be able to meet / reimburse the cost of treatment of members' staff and their dependents and/or Liaise with the local medical institutions and private doctors to offer the needed service. Such a scenario may be in cases of emergency and being in a region where the Health Insurance Provider does not have a network.

### **12. Case Management:**

A dedicated team of staff whose numbers will be available to THIWASCO for handling admitted patient's cases. The employees will be oathed to patient confidentiality and should be qualified in their areas e.g. medical, finance, patient care. The provider will be required to provide their credentials.

The bidder is expected to provide details on the following: -

- A detailed description on how the cover is going to be administered.
- An analysis on how the service provider intends to address the following issues/procedures: -
- Admission of members into the cover
- Admission of members with pre-existing conditions into the cover
- Admission of HIV/AIDS related cases to the cover
- Procedure to be followed for overseas cover
- Procedure to be followed to procure last expense (if any in your package)
- Clear definition of terms such as chronic and preexisting and any other requiring emphasis.

### **13. Claims Settlement Turnaround Time:**

The bidder is expected to demonstrate and give details of the claim's settlement turnaround time.

The settlements of refunds for staff should be within 24 hours of a valid claim.

**NB 4:** The time indicated will be used to review the performance of the underwriter for any future renewal of contract.

**NB 5:** Non refund will be considered as breach with costs to the provider.

#### **14. Financial stability:**

The bidder should provide documentary proof that they are financially sound and is fully licensed and registered as a medical insurance cover provider and registered by the IRA and other relevant bodies, and their standing has been in good manners in the last three (3) years. Where need be, the bidder may provide a re-insurance cover.

#### **15. Specialized medical treatment:**

There are cases, which may require special treatment owing to medical history of a member of staff and/or dependent.

The bidder is required to propose on how such a case is dealt with in case it occurs taking into consideration that THIWASCO terms are to be within full cover with no riders or exclusions.

Where staff member has not declared any pre-existing condition because they had no diagnosis or knowledge its re existing, claims arising will be settled in full and member educated of their new status standing and incorporated in the cover as such.

#### **16. Exclusions and Requirements:**

The bidder must state clearly requirements, special conditions and/or exclusions applicable to the schemes in conformity with THIWASCO minimum requirements for medical cover.

#### **17. References and Key Personnel:**

The bidder must demonstrate its ability, knowledge and experience in the provision of medical insurance services and give details of key personnel charged with management of the medical scheme.

THIWASCO will require on top of this a list of those charged directly with administration of its cover and any changes communicated to HR as they occur and within 12 hours by email for them to advise their employees. Among the required information will be on who to call on admission, who to raise care with, medical officer counterchecking information delivered, hospital visit team and others deemed necessary.

#### **18. Medical Utilization Reports**

Utilization of cover for both in and outpatient should be 100% and provision of utilization reports for staff and in general to be submitted on quarterly basis.

**The employee is a beneficiary and any issues arising will be communicated to HR medical matters at THIWASCO and not employee. Provider shall clear medical bills where authorization was granted and changes communicated to THIWASCO for them to advise their employee.**

THIWASCO retains the rights to hire a Health services management team to oversee their contractual terms before, during and after commencement. The deliverables on this will be but not exhaustive:

- Conduct a quarterly debriefing exercise and submit a report;
- Do a presentation of the services that they will offer;

- Send quarterly statements to Members through THIWASCO to ensure that Members do not overdraft their limits;
- Educate Members of THIWASCO staff on medical cover Benefits and the Hospitals to be used;

The proposed scheme will be for one (1) year and the bidder is expected to tender based on information provided above. However, any bidder may seek clarity by contacting the company officials. The quote should be on the premium paid on yearly basis.

#### **19. NHIF Rebate:**

The cover should provide special consideration to the revised NHIF contribution and rebate/entitlements and coverage.

#### **20. STAFF AGE LIMITS FOR COVER**

- Employees actively in service between the ages of **18 years** and **60 years** and sitting board members of up to 72 years of age will be eligible for cover.
- Dependent children will be eligible for cover from **0 month** of age up till the age of **18 years** or to the age of **26 years** if residing with their parents and enrolled full-time in a recognized post-secondary institution. **THERE WILL BE NO AGE LIMIT FOR A DEPENDANT CHILD WHO IS DISABLED.**
- The waiting period before cover commences for a new employee will be Zero (0) **days (No waiting period subject to written notification).**

#### **21. LAST/FUNERAL EXPENSE COVER**

The sum assured of **KES. 100,000** will be payable within 24 hours of confirmation of death of a member and dependents of the scheme by the employer as and when it occurs. This is covered within the inpatient limit.

#### **22. MEDICAL SERVICE PROVIDERS**

This is to be sufficient and adequate for medical services provision /specialists registered with the Kenya Medical Practitioners & Dentists Board within all the 47 counties and in major towns in Kenya. The underwriter should attach a list of the service providers alongside the tender documents. The list should have a detailed and wide array of network and non-network providers with a MoU to serve THIWASCO staff in Thika Town and its environs.

The numbers above are subject to change by increasing or decreasing and premiums are adjustable accordingly with the employee turnover as occurs by whatever means. Changes will be communicated immediately by Email from the HR.

#### **Claims and Notifications**

To receive and acknowledge claims arising from notifications in case of death and in case of overseas treatment. The acknowledgement should be immediately on receipt of notification while payment of claim is 24 hours maximum.

#### **THE MEDICAL SCHEME PROVIDER.**

THIWASCO shall consider Insurance companies and insurance brokers that are competent to provide medical cover.

### **Cost of the Proposed Staff Medical Insurance Scheme**

Costing should be based on the following:

- The total employees and dependents
- Dental and optical per family as per the specifications above.
- Maternity
- In and outpatient services
- Ambulance and Air evacuation as above
- Specialist care abroad as per cover.

### **Critical Notes to Provider**

- ❖ *Cancellation with clear justification with notice of 2 months for both parties;*
- ❖ *Refund will be on pro rata premiums. The same shall not be subjected to any incurred losses.*
- ❖ *Proper handover of patient data if they under in patient or continued care at time of contract termination.*
- ❖ *Sole discretion is not acceptable.*

### **UNIQUE SALIENT FEATURES (ADDED VALUES)**

- Use of Biometric smart cards
- Proposed Scheme must allow for direct access to all the providers on the list without requiring members to first be attended at clinics managed by the underwriter or companies that are directly related to the underwriter
- Claim reimbursement should be within 24 hours of claim lodgment;
- Any expenses for medical examinations done for check-up purposes not arising out of sickness or accident
- 24-hour emergency/ help line
- A dedicated caregiver for IP visits on 24-hour basis
- Conduct a debriefing exercise and submit a report
- Do a presentation of the services that they will offer at commencement to staff and answer all questions arising;
- Send quarterly statements to Members through THIWASCO to ensure that Members do not overdraft their limits;
- Educate Members of THIWASCO staff on medical cover Benefits and the Hospitals to be used;
- In consideration of COVID19 and other pandemics, a briefing and training on staff to avoid it becoming a health management case and how the provider will handle this.

- Clear illustration on how they will protect the client from medical fraud on their cover.
- The provider must give a detailed **Quote for the Terms indicated and riders (if any). Prices must be inclusive of All Taxes as applicable in Kenya.**

#### 4.2 Special Conditions of Contract as relates to the General Conditions of Contract

<b>Reference of general conditions of contract</b>	<b>Special condition of contract</b>
3.6 Performance security	10% of the contract price
3.14 Resolution of Disputes	In case of a dispute between the service provider and the employer, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per provisions of the Arbitration Act before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the chartered institute of Arbitrators Kenya branch and any award given shall be final
3.16 Applicable law	Laws of Kenya

3.18 Notices	<p>By Post:  <b>Thika Water and Sewerage Company Ltd,</b>  <b>P.O. Box 6103-01000,</b>  <b>Thika.</b></p> <p>By E-mail: <a href="mailto:info@thikawater.co.ke">info@thikawater.co.ke</a></p>

## SECTION V - SCHEDULE OF REQUIREMENTS

### PRICED ACTIVITY SCHEDULE

The Medical Insurance Provider that will be selected is expected to start providing the Medical cover from 21<sup>st</sup> November 2020 for one year with possibility of one-year extension based on performance.

### LIABILITY LIMITS MINIMUM

CATEG ORY	JOB GRO UP	MEMB ERS	APPRO X LIVES	INPATIEN T LIMITS	OUTPATIEN T LIMIT	OUTPATIENT	
						OPTICAL	DENTAL
Category C	B1-C5	204	711	500,000	100,000	25,000	30,000
Category B	D1-E1	22	78	750,000	150,000	25,000	30,000
Category A	Board Memb	7	30	1,000,000	150,000	25,000	30,000

	ers						
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## **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 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.

## 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 \_\_\_\_\_ 2005

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

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

# Price Schedule Form

## MEDICAL LIMITS DEFINED

Limits and tentative population: THIWASCO have an employee and dependent base of approximately 819

Benefit	Category	Cover limit	Family size	Rate	Number per category	Total Premium
<b>Inpatient</b>	CAT A-BOD	1,000,000	M		1	1
			M+1		0	0
			M+2		1	3
			M+3		1	4
			M+4		2	10
			M+5		2	12
			<b>TOTAL</b>		<b>7</b>	<b>30</b>
				CAT B-D1-E1	750,000	M
M+1		4				8
M+2		7				21
M+3		6				24
M+4		5				25
M+5		0				0
<b>TOTAL</b>		<b>22</b>				<b>78</b>
	CAT C B1-C5	500,000				M
			M+1		24	48
			M+2		49	147
			M+3		59	236

Benefit	Category	Cover limit	Family size	Rate	Number per category	Total Premium
			M+4		39	195
			M+5		8	48
			M+6		2	14
			<b>TOTAL</b>		<b>204</b>	<b>711</b>
<b>Outpatient</b>	<b>CAT A-BOD</b>	<b>150,000</b>	<b>M</b>		1	1
			M+1		0	0
			M+2		1	3
			M+3		1	4
			M+4		2	10
			M+5		2	12
			<b>TOTAL</b>		<b>7</b>	<b>30</b>
	<b>CAT B-D1-E1</b>	<b>150,000</b>	<b>M</b>		0	0
			M+1		4	8
			M+2		7	21
			M+3		6	24
			M+4		5	25
			M+5		0	0
			<b>TOTAL</b>		<b>22</b>	<b>78</b>
	<b>CAT C B1-C5</b>	<b>100,000</b>	<b>M</b>		23	23
			M+1		24	48
			M+2		49	147

Benefit	Category	Cover limit	Family size	Rate	Number per category	Total Premium
			M+3		59	236
			M+4		39	195
			M+5		8	48
			M+6		2	14
			<b>TOTAL</b>		<b>204</b>	<b>711</b>
Optical	All	25,000			233	
Dental	All	30,000			233	
Maternity	All	Covered Under Inpatient and outpatient Limit	Per Family		233	

### NOTES TO PROVIDERS

The selected insurance provider MUST provide service agreement covering THIWASCO staff and dependants for 1 year from commencement date, based on annual renewal with possibility of terms and conditions changes that will be discussed and agreed upon by the two parties, not just an email communicating changes as that will NOT be acceptable.

The Terms and conditions contained in the contract document shall form part of the policy document issued to the Procuring Entity by the underwriter awarded the insurance business.

#### Signing of Contract will dictate that:

- a) The contract will be final and conclusive upon its signature by the two parties.
- b) By signing the Contract Form the tenderer binds the underwriter to the terms and conditions set therein.

# Contract Form

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

WHEREAS the Procuring entity invited tenders for the 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) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the 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 the Procuring entity)

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)  
Which ever 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 [*name of procuring entity*] (hereinafter called <the procuring entity> 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 the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity 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 the procuring entity up to the above amount upon receipt of its first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the procuring entity 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 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)*

## 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

**FORM RB 1**

**REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical  
address.....Fax No.....Tel. No.....Email ....., hereby request the Public  
Procurement Administrative Review Board to review the whole/part of the above mentioned  
decision on the following grounds , namely:-

- 1.
  - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of  
.....20.....

SIGNED  
Board Secretary