



NACADA

FOR A NATION FREE FROM ALCOHOL AND DRUG ABUSE

TENDER DOCUMENT

FOR

PROVISION OF MEDICAL COVER FOR NACADA STAFF

TENDER NO. NAC/OT/03/2020-2021

**THE CHIEF EXECUTIVE OFFICER
NATIONAL AUTHORITY FOR THE CAMPAIGN AGAINST
ALCOHOL AND DRUG ABUSE
BOX 10774-00100 NAIROBI**

CLOSING DATE: Monday, 30th November 2020 at 11.30 Am

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SECTION I - INVITATION TO TENDER

DATE: 17TH NOVEMBER 2020

TENDER NAME: NAC/OT/03/2020-2021- PROVISION OF MEDICAL COVER FOR NACADA STAFF

The **National Authority for the Campaign against Alcohol and Drug Abuse (NACADA)** invites sealed tenders from eligible candidates for the provision of Medical cover for NACADA Staff for a period of **three**-years effective February 2021. The contract will be renewable every year for three years subject to performance appraisal.

Interested eligible candidates may obtain further information at the **NACADA Supply Chain Management Office, NSSF Building, Block A, 18th Floor, Western Wing, Bishop Road** during normal working hours 8:00am -5:00pm, Monday to Friday.

A complete set of tender documents may be obtained by interested candidates from the NACADA website; www.nacada.go.ke/tenders or www.tenders.go.ke free of charge.

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 120 days from the closing date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender reference number and be deposited in the tender box provided at **the NACADA Head office, NSSF Building, Block A, 18th Floor, Eastern Wing, Bishop Road.** Or be addressed and posted to:

**The Chief Executive Officer
National Authority for the Campaign Against Alcohol and Drug Abuse
P.O. Box 10774-00100.
Nairobi**

So as to be received on or before **Monday, 30th November 2020 at 11.30Am**

Tenders must be accompanied by a tender Security of **Kshs. 400,000/-** in form of a guarantee from a reputable bank.

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at the **NACADA Boardroom**

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1** This Invitation to 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 166 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** There shall be no price to be charged for the tender document.
- 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

Tenderers Eligibility and Qualifications

2.10.2 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 its tender is accepted.

2.10.3 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.

2.11 Tender Security

2.11.1 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.

2.11.2 The tender security shall not exceed 2 per cent of the tender as valued by the procuring entity.

2.11.3 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

2.11.4 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.

2.11.5 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

2.11.6 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.

2.11.7 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.

2.11.8 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 rejects correction of an arithmetic error in the tender.

2.12 Validity of Tenders

2.12.1 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 the Procuring entity as non-responsive.

2.12.2 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.

2.13 Format and Signing of Tenders

2.13.1 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.

2.13.2 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.

2.13.3 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.

2.14 Sealing and Marking of Tenders

2.14.1 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.

2.14.2 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 Monday, 30th November 2020 at 11.30Am**

2.14.3 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”.

2.14.4 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.

2.15 Deadline for Submission of Tenders

2.15.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Monday, 30th November 2020 at 11.30Am**

2.15.2 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.

2.15.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

2.16 Modification and Withdrawal of Tenders

2.16.1 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.

2.16.2 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.

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

2.16.4 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.

2.17 Opening of Tenders

2.17.1 The Procuring entity will open all tenders in the presence of tenderers’ Representatives who choose to attend, on **Monday, 30th November 2020**

at **11.30Am** and in the location specified in the invitation for tenders. The tenderers' Representatives who are present shall sign a register evidencing their attendance

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

2.17.3 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.

2.18 Clarification of Tenders

2.18.1 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.

2.18.2 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.

2.19 Preliminary Examination and Responsiveness

2.19.1 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.

2.19.2 Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive.

2.19.3 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.

2.19.4 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.

2.19.5 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.

2.20 Conversion to single currency

2.20.1 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.

2.21 Evaluation and Comparison of Tenders

2.21.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.21.2 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

2.21.3 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.
- (ii) Tenderers offering to perform longer than the procuring entity of 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.
- (ii) 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.
- (iii) The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.21.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22 Contacting the Procuring entity

2.22.1 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.

2.22.2 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.

2.23 Post-qualification

2.23.1 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.

2.23.2 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 tenderer's 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

2.23.3 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.

2.24 Award Criteria

2.24.1 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.

2.24.2 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.

2.25 Procuring entity's Right to accept or Reject any or all Tenders

2.25.1 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 none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.25.2 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.

2.25.3 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.

2.26 Notification of Award

2.26.1 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.

2.26.2 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.

2.26.3 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

2.27 Signing of Contract

2.27.1 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.

2.27.2 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.

2.27.3 The contract will be definitive upon its signature by the two parties.

2.27.4 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.

2.28 Performance Security

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

2.28.2 Failure by the successful tenderer to comply with the requirement of paragraph 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.

2.29 Corrupt or Fraudulent Practices

2.29.1 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.

2.29.2 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

2.29.3 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 THE 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.

Instructions	Particulars of appendix to instructions to
2.1	Particulars of eligible tenderers: Insurance Underwriting Companies Licensed by the Insurance Regulatory Authority to transact
2.2.2	Price to be charged for tender documents. There is no Fee Charged
2.10	Particulars of other currencies allowed. Only Kenya Shilling is Allowed
	Copies of Tender Documents to be Submitted: An original copy to be
2.12.2	Particulars of tender security if applicable. Kshs. 400,000/- valid for 120 days after date of tender opening.
2.12.4	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank in the format provided. Self-guaranteed tender security not allowed.
2.13	Validity of Tenders: Tenders Shall remain valid for 120 days after date of tender opening.
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered and Registered in the Supply Chain Office located at NSSF Building, Block A, 18 th Floor, Western Wing.

PRELIMINARY EVALUATION CRITERIA

Tenderers are required to submit copies of the following **MANDATORY REQUIREMENT** which will be used during Preliminary Examination to determine responsiveness

MR	REQUIREMENT
MR 1	Certified Copy of certificate of Registration/Incorporation by Commissioner of oaths
MR 2	Valid and Current Tax Compliance certificate
MR 3	Dully Filled, Signed and Stamped the Price Schedule form in the format provided in the tender document.
MR 4	Dully Filled, Signed and Stamped Form of Tender in the format provided in the tender document
MR 5	Provide Tender Security of Kshs. 400,000/- valid for 120 days after date of tender opening from a reputable bank
MR 6	Submit a dully filled, Signed and Stamped Confidential Business Questionnaire in format provided in the tender document
MR 7	Must submit proof of registration with the Insurance Regulatory Authority (IRA) for the year 2020
MR 8	Must submit copy of the current license for IRA
MR 9	Submit current Registration Certificate of membership with Association of Kenya Insurers (AKI)
MR 10	Must Submit Current Single Business Permit
MR 11	Submit dully Filled, Signed and Stamped Self-Declaration Form for not being Debarred in the format provided in the tender document.
MR 12	Submit dully Filled, Signed and Stamped Self-Declaration form for not to engage in Corrupt Practices in the format provided in the tender document.
MR 13	Provide Certified copy of CR 12 Certificate.
MR 14	Provide Certified copy of IDs by Commissioner of oaths for ALL the directors as indicated in the CR 12 by co
MR 15	Submit a Tape Bound Tender Document
MR 16	Submit a tender document that is sequentially serialized including all the attachments.

TECHNICAL EVALUATION CRITERIA (Total Points 100)

S/NO	REQUIREMENT	DOCUMENTS REQUIRED	MAX SCORE
1.	Particular experience	Contract of 5 (five) reputable clients with minimal total client's premiums of 50 million each for the previous year; $p=n/5*20$	20
2.	Gross Premium	Provide Gross Underwritten premium of 2.5 Billion and above for the last Three Years $G=n/2.5*20$	20
3.	Quality Services	ISO Certification Certificate	5
		Biometric Identification Systems or Smartcard Certificate	5
4.	Provide audited annual financial statements	Annual gross premiums in previous year of Kshs. 100 Million; $A=N/100M^*$	5
		Current Ratio of 2:1 (Current assets: Current liabilities. Optimal 2:1) any other ratio 3mks	5
		Debt Equity ratio of 60:40 (Total liabilities: Equity. Optimal is 50:50 but anything in the range 60:40 to 66:34 is acceptable) any other 2mks	5
		Acid Test 1:1 (Current assets – inventory: Current liabilities. Optimal is 1:1) any other 3mks	5
5.	Key Personnel	Total number of management staff of at least 6 (No) Attach CV and Certificates; $K=n/6*12$	12
		Assigned Accounts Manager, who is at a higher rank. Attach the Certified Appointment	8

		letter by Commissioner of oath	
6	Directors	Provide Directors Liability of 2 Billion and above; d=n/2B*10	10
	TOTAL		100

To be eligible for the Financial Evaluation, tenders must score at least **Seventy Percent (70%)** at the Technical Evaluation Stage.

FINANCIAL EVALUATION

At this stage, price comparison of the bidders who will be responsive at the technical evaluation will be compared and the tender with the lowest price will be recommended for the award.

Award Criteria:

Award will be made to the tender with the lowest evaluated price as per Sec 86 (1)(a) of the Public Procurement and Asset Disposal act 2015.

Performance security of 10% of the contract value from a reputable bank in the form of a bank guarantee shall be submitted by the successful bidder before signing of the contract

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
- (b) 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.
- (c) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (d) "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.
- (e) "The Procuring entity" means the organization procuring the services under this Contract
- (f) "The Contractor" means the organization or firm providing the services under this Contract.
- (g) "GCC" mean the General Conditions of Contract contained in this section.
- (h) "SCC" means the Special Conditions of Contract
- (i) "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 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 National Authority for The Campaign Against Alcohol and Drug Abuse
- 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

3.8.1 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 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 it delays 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

Reference of General Conditions of Contract	Special Condition of Contract
3.6 Performance security	The successful bidder will furnish NACADA with a performance security equivalent to 10% of the bid price within 15 days from the date of notification of award.
3.8 Payment	One installment upon signing of the contract and delivery of policy documents.
3.9 Price adjustment	Price Adjustment will be allowed in case there is additional or removal of a member or a dependant
3.16 Applicable law	Disputes to be settled as per the Arbitration Laws of Kenya
3.18 Notices	Indicate full address of the procuring entity. Client: The National Authority for the Campaign Against Alcohol and drug abuse P.O Box 10774-00100 Nairobi.

SECTION V - SCHEDULE OF REQUIREMENTS

DETAILS OF THE MEDICAL INSURANCE COVER

1.0 Introduction

NACADA wishes to contract an underwriting company that will team up with a suitable and credible **Inpatient and Outpatient medical services provider** at a competitive cost in line with the NACADA budget. The cover for the employees includes; principal member, spouse and four (4) dependent children below the age of 25 years.

2.0 Scope of Services

The following is the scope of services for the medical cover:

TERMS OF REFERENCE (TOR)

DETAILS FOR THE MEDICAL INSURANCE COVER 2021/2022

1. Need for Medical Service Provider

NACADA wishes to contract an underwriting company that will team up with a suitable and credible **Inpatient and Outpatient medical services provider** at a competitive cost in line with the NACADA budget. **Bidders must quote for both in- and out- patient medical insurance.** The cover for the employees includes; principal member, spouse and dependent children below the age of 25 years.

The underwriting company/firm will be expected to provide a scheme that entails benefits which ensure the Board and members of staff receive quality health care. While it is appreciated that medical schemes come with inherent controls and procedures, NACADA is hoping that the selected provider will look at the possibility of ensuring that any controls and procedures are not necessary bureaucratic and cumbersome.

2. Scope of Services

a) Inpatient and Outpatient

Inpatient cover will include the following services **whose limits should only be restricted to the inpatient entitlement:**

1. Administration of Hospital Admission process, En-suite private room for category Board of Directors and NAC 1, a standard private room or (up to 18,000 per day) for the rest of the staff within the inpatient limits.
2. Major and minor Operations
3. Doctors' fees - (physician, surgeon & anesthetist)
4. HDU, ICU and Theatre charges
5. Drugs/Medicines, dressings and internal surgical appliances
6. Medical Appliances (Hearing Aids, Glucometer, Glucometer stripes

- Insulin delivery devices, Urine Catheters & Accessories e.t.c.)
- 7. Radiology X-ray, ultrasound, ECG and computerized Tomography, MRI scans, Radiotherapy and chemotherapy
- 8. Pathology (laboratory) fees.
- 9. Post Hospitalization.
- 10. Access to medical specialists while admitted.
- 11. Inpatient physiotherapy
- 12. Chronic Illness coverage
- 13. Gynecological treatment.
- 14. Oncology, organ transplant, renal and peritoneal dialysis treatment
- 15. In patient Ophthalmic and dental cover
- 16. Accommodation for adults whose children of below 12 years of age or invalids admitted in Hospital Day care, day surgery Admission (includes dental, optical, gynecological as well as all other services).
- 17. Mental and other related illnesses.
- 18. Treatment for alcoholism and drug addictions (employee only and acquired during employment term)
- 19. Inpatient Psychiatric Treatment and Counseling Services
- 20. Palliative care
- 21. Optical expenses arising from disease or accidents.
- 22. HIV/AIDS cover (conventional, accepted, recognized treatment).
- 23. Cancer cover
- 24. Cost of medical circumcision
- 25. Pre-existing conditions
- 26. One comprehensive medical checkup per insured per year
- 27. External appliances (wheelchair, crutches, back braces and orthopedic beds)
- 28. Inpatient non accidental dental and ophthalmology with inpatients limit
- 29. Overseas treatment of up to the maximum limit of inpatient cover
- 30. Economy class ticket for patient (member & dependent) and 1 (one) caregiver for overseas treatment
- 31. COVID-19 Hospitalization
- 32. Any other service not included above but may be mutually agreed upon from time to time.
- 33. Opt in for exclusions/enhancement arrangements (negotiated rates for staff)

b) The outpatient scheme should encompass the following:

- 1. Routine outpatient consultation;
- 2. Diagnostic Laboratory and Radiology services;
- 3. Prescribed Physiotherapy
- 4. Prescribed drugs and dressing
- 5. HIV/AIDS related conditions and prescribed ARV's
- 6. Routine Immunization (KEPI and baby friendly)
- 7. Routine Antenatal check-ups (Max 1 U/S exam)
- 8. Postnatal care up to six weeks post delivery

9. Chronic and recurring conditions
10. Outpatient Emergency Ambulance Services
11. Dental Services;
12. Optical Services;
13. Counseling Services
14. Specialist opinion on referral basis
15. Health Education
16. Dental and optical covers whose limits should only be restricted to the dental and optical entitlement.
17. Testing of COVID-19
18. Any additional benefits should be specified by the bidders

c) Maternity services

Provide quality maternity services such as:

1. Provision of Maternity benefits including Caesarian section
2. Treatment of Elective surgery i.e. pre-arranged
3. Congenital conditions
4. Prematurity/neo- natal conditions

Bidders are further expected to provide summarized schedule of hospital packages that are available to clients especially in the major towns across the country.

d) Dental and Optical cover

Provide quality Dental and Optical services. Bidders to provide list of clients in a summarized schedule.

e) Out of station

Once in a while NACADA Board and employees may require performing their duties out of station or traveling within the country or overseas to attend training, seminars or workshops. Provision for such cases should be included in the proposal.

f) Special Treatment

There are cases, which may require special treatment owing to medical history of few members of staff. This issue will be discussed with the selected bidder before contract signing.

g) Top up of group Cover limits

The proposal should have the option of allowing individual members to negotiate for higher cover limit and pay the premiums if the limit provided by the employer may not be sufficient for the individuals.

h) Particulars of Cover

The medical cover exclusions, where applicable, **MUST** be clearly stated on a separate cover giving specific details of each excluded condition.

i) One must also provide: -

- (a) Full details of what the cover provides
- (b) Eligible expenses included in the in-patient cover
- (c) Eligible expenses included in the out- patient cover, dental optical and maternity
- (d) Full details of what the cover excludes
- (e) Dependents eligibility exclusions/terms / conditions and definitions.

j) All bidders are required to fully provide information on whether the in-patient medical cover incorporates the following (The costs for these should be shown separately).

- (a) Funeral cover/ last expenses and free cover limit if any
- (b) Dental
- (c) Optical
- (d) Maternity
- (e) Evacuation
- (f) Medical Examination and testing
- (g) Individual cover enhancement (top up) options within the Scheme

If **YES** on any of the above, enumerate on a separate cover the following:

- Full details of what the cover provides
- Full details of what the cover excludes

3. Network Coverage

The tenderer is required to provide the following: -

- I. Full details of towns where the insurance underwriting company is represented
- II. The medical service provider identified should have an extensive and reputable network of Hospitals, clinics, Doctors, Pharmacies and Laboratories that can be accessed by NACADA Board, employees and their dependents. Bidders are required to complete the matrix below:

	Location in Kenya (47 County)	No. of Hospitals	No. of Chemists	No. of General Practitioners	No. of Specialists	No of Labs and X-Rays

4. Case Management

- (a) Give a detailed report on how the cover is going to be administered
- (b) Give an analysis on how the service provider intends to address the following issues/ procedures:
 - (i) Admission of members into the cover
 - (ii) Admission of members with pre-existing conditions into the cover

- (iii) Admission of HIV/AIDS related cases cover
- (iv) Procedure to be followed to procure last expense (if any in your package)
- (v) Procedure to be followed when an individual member wishes to top up the cover limit over and above what NACADA can afford
- (vi) Procedure to be followed when a member exceeds the cover limit provided.

5. **Claims Settlement Turnaround Time**

Give details of the claims settlement turnaround time. Note the time indicated will be used to review the performance of the tender and the underwriter for any future renewal of contract.

Other requirements

- a. Provision of advanced cover and value added services under the Enhanced cover
- b. Provision for individual members to be allowed to upgrade their covers

NOTE:

- (i) please provide various options available under the cover limit range suggested.
- (ii) NACADA will pick the offer that is most suitable for its needs.
- (iii) Please indicate any exclusions and special clauses

6. **Scope of Medical Cover**

(i) **Scope**

The total number of principal per category and the limits are as follows:

Category	Number	Inpatient Limit	Outpatient Limit	Dental	Optical	Maternity	Last Expense
Board of Directors	6	2,000,000	100,000	-	-	-	100,000
NAC 1	1	4,000,000	200,000	50,000	50,000	-	100,000
NAC 2 & 3	10	2,000,000	150,000	30,000	30,000	150,000	100,000
NAC 4 & 5	26	1,500,000	150,000	30,000	30,000	150,000	100,000
NAC 6 & 7	37	1,200,000	120,000	25,000	25,000	120,000	100,000
NAC 8 ,9 &	23	800,000	100,000	20,000	20,000	100,000	100,000
Total Count	103						

Persons to be insured - 103 members of staff excluding their dependents.

(ii) **Duration of the Contract**

The contract period shall be for one (1) years (twenty-four months) and shall be renewable annually at the sole discretion of NACADA after assessment for satisfactory performance before the end of each year.

(iii) Schedule Family Size Under Staff Each Category of Medical Cover and Limits

	Category	No. of Principal	Family Size	No. of Familie	Population
BOARD	BOARD	6	NA	6	6
A	NAC 1	1	M+2	1	3
B	NAC 2 & NAC 3	10	M	0	0
			M+1	1	2
			M+2	2	6
			M+3	3	12
			M+4	2	10
			M+5	2	12
C	NAC 4 & NAC 5	26	M	4	4
			M+1	1	2
			M+2	3	9
			M+3	11	44
			M+4	4	20
			M+5	3	18
D	NAC 6 & 7	37	M	5	5
			M+1	8	16
			M+2	7	21
			M+3	11	44
			M+4	3	15
			M+5	3	18
E & F	NAC 8,9 &10	23	M	0	0
			M+1	2	4
			M+2	5	15
			M+3	4	16
			M+4	7	35
			M+5	5	30
Totals		103		97	367

FORM OF TENDER

Date:

Tender No.: NAC/OT/03/2020-2021

**The National Authority for The Campaign Against Alcohol and Drug Abuse
P.O BOX 10774-00100
Nairobi**

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including Addenda No.
the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide **Medical Cover for Nacada staff** 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 **120** 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
2.....

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE FORM

Category	Description	Rates Per Family Inclusive Outpatient, Inpatient, Maternity,
		Premium Ksh
A	M+0	
B	M+0	
	M+1	
	M+2	
	M+3	
	M+4	
	M+5	
C	M+0	
	M+1	
	M+2	
	M+3	
	M+4	
	M+5	
D	M+0	
	M+1	
	M+2	
	M+3	
	M+4	
	M+5	
E	M+0	
	M+1	
	M+2	
	M+3	
	M+4	
	M+5	
TOTAL		

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 _____ o

4.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE

S.33

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

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

Part 1 General Business			
Name.....			
.....			
Location	of	Business	Premises
.....			Plot
No,		Street/Road
.....			Postal address
.....			
Tel No.....			

Fax	E-MAIL:	
.....		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
.....	

	Part 2 (b) – Partnership																				
	<p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 30%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.								
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
	Part 2 (c) – Registered Company																				
	<p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 30%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		

Date.....
Candidate.....

Signature of

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]

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Boxbeing a resident of in the Republic of..... do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for.....(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....

(Title) (Signature) (Date)

.....

Bidder Official Stamp

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....
..... (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

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

.....
Bidder's Official
Stamp