



PEST CONTROL PRODUCTS BOARD

TENDER NO. PCPB/01/2016-2017

**TENDER DOCUMENT FOR PROVISION OF INSURANCE BROKERAGE SERVICES
FOR STAFF ENHANCED MEDICAL INSURANCE COVER (INPATIENT &
OUTPATIENT)**

INSURANCE BROKERS (TENDERERS) NAME:

(Bidder to print the entire document fill in all required information, attach all other required document including the price schedule that should be fully completed and submitted)

**CLOSING/OPENING DATE: THURSDAY 29TH
SEPTEMBER 2016 AT 11.30AM**

**P.O. BOX 13794-008000
NAIROBI
TEL: 0720480904/0735778743
Email: md@pcpb.or.ke/info@pcpb.or.ke**

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SECTION I: INVITATION TO TENDER

TENDER FOR PROVISION OF INSURANCE BROKERAGE SERVICES FOR AN ENHANCED STAFF IN-PATIENT & OUTPATIENT MEDICAL COVER

TENDER NO. PCPB/01/2016-2017

The Pest Control Products Board invites sealed tenders from eligible candidates for provision of insurance Brokerage Services for an Enhanced Staff In-patient and out-patient Medical Cover. The services are to be provided through an IRA licensed Broker who should be registered as a Medical Insurance Provider (MIP)

Tender documents have been uploaded at www.pcpb.or.ke or supplier.treasury.go.ke

The premiums/Prices quoted should be net inclusive of all taxes, levies, etc. and must be in Kenya shillings and shall remain valid for 90 days from the closing date of the tender

The contract will be for a period of one (1) year

Interested eligible bidders are invited to submit all above mentioned documents and information. Completed bid documents enclosed in separate plain sealed envelopes and clearly marked with the tender number, tender name should be addressed and sent to:

**The Chief Executive/Secretary
Pest Control Products Board
P.O. BOX 13794-00800
NAIROBI**

Or be deposited in the Tender Box located at the reception of PEST CONTROL PRODUCTS BOARD offices at LORESHO near KALRO (HQ) & Kenya Sugar Directorate by

Date: 29th September 2016 Time: 11.30Am

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend in the PCPB Board's boardroom 4th floor located within the same Building.

P.Kilonzo

**For: Chief Executive Officer/Secretary
PEST CONTROL PRODUCTS BOARD**

INFORMATION AND CONDITION OF TENDER TO BIDDERS FOR MEDICAL COVERS

The PCPB requires submission of the following documents and information all of which will form the basis of evaluation:

1. Proof of being an established Insurance Brokerage Firm
2. Fully completed Business Questionnaire provided herein
3. Copy of the certificate of Incorporation/Registration
4. Current Trade License
5. PIN/VAT Certificate
6. A Current Tax Compliance certificate to confirm that the bidder has fulfilled its obligation to pay taxes
7. Duly Certified (signed/certified by auditor) Financial and Audited accounts for the last 2 years must be submitted (2015, 2014 or 2013 but preferably 2014 & 2015 or all 3 years)
8. Company Profile copy with adequate details of your firm, assignment personnel, experience in the relevant field, demonstration of capacity
9. Submit list of at least 3 major organizations/institutions your firm has carried out similar assignments for in the last 2 years- reference letters will be an added advantage
10. Submit a comprehensive list of accredited hospitals in Kenya that can be accessed by Board staff around the country-Added advantage for reference letters
11. Be currently (2016) registered with Insurance Regulatory Authority (IRA) as a broker and as a Medical Insurance Provider.
12. Be currently (2016) Registered with AIBK
13. Copy of IRA & AKI certificate of proposed Underwriter(s). The Board will not be under obligation to accept the proposed insurer(s) but can negotiate with the successful bidder(s) on this
14. Letter of confirmation from the proposed underwriters/insurers that they are not owned by the Broker
15. Proof of Brokers & proposed underwriters warranty (certified copy of professional Indemnity insurance cover minimum amount Kshs 10,000,000/= or the current minimum in the industry)
16. Bidders must submit a summary of how they intend to perform the assignment (work/operation plan)
17. To assure the Board that the services provided are priced reasonable bidders will be required to invite quotations from at least three (3) duly registered Insurers/Underwriters (by IRA & AKI); Attach their quotations ; Provide

copy of analysis for the quotes showing the standard rate and bidders rate on respective cover values ,excesses and premium thereon; indicate the proposed insure/underwriter.

18. Must submit letters confirming credit facilities for the last one year (2015/2016) from at least 6 reputable hospital
19. Details/Scope of Covers to be offered including indication of the basic premium, training levy, compensation fund, stamp duty, any special clauses, discounts, excess payable, extension clauses, warranties etc. This information or proposal will demonstrate to the Board the bidders understanding of the Boards requirement.
20. Annual Premium Payable must be inclusive of all taxes, must be in Kenya Shillings and shall remain valid for 90 days from the closing date stated in the Request for Quotation Form and Invitation Letter
21. Bidders to note that the Board may consider payment on a pro rata basis or full year.
22. Bidders are strongly advised to use the documents provided to fill in the required information in order to ease the evaluation process. These include price schedule for covers, the request for quotation form to which total premiums should be transferred
23. Bidders are encouraged to list additional covers or enhanced covers and scope. It may be noted that the Board prefers covers for children from birth.

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 Invitation to Tender. Successful tenderers shall provide the services for the stipulated duration from the 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 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 goods under this Invitation for tenders.

2.1.4 Tenderers involved in 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 procuring entity shall allow the tenderer to review the tender document free of charge.

2.3 Contents of Tender Document

2.3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to

Tenderers

1. Invitation to Tender
2. Instructions to tenderers
3. General Conditions of Contract

4. Special Conditions of Contract
5. Schedule of requirements
6. Details of Insurance Cover
7. Form of Tender
8. Price/Premium Schedules
9. Confidential Business Questionnaire
10. Contract Form
12. Insurance Company's Authorization Form
13. Declaration Form
- 14 Letter of Notification

2.3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications 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 Documents

2.4.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. 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 tenders, as 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 prospective tenderers that have received the tender document.

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 shall not exceed 15%

2.5 Amendment of 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 candidates that have received the tender documents will be notified of the amendment in writing or 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 Tender

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the

Procuring entity, shall be written in English language, provided that 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 of Tender

2.7.1 The tender prepared by the tenderers shall comprise the following components

1. A Tender Form and a Price Schedule completed in accordance to the tender documents
2. Documentary evidence established in accordance with paragraph 2.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
3. Declaration Form

2.8 Form of Tender

2.8.1 The Tenderer shall complete the Tender form and the appropriate Price Schedule furnished in the Tender documents, indicating the price quoted for the premium

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the form of tender and appropriate Price Schedule the unit prices and total tender price of the services it proposes to supply under the contract

2.9.2 Prices indicated on the Price Schedule shall be cost of services quoted including customs duties, 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

2.9.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.9.5 Insurance Brokers must also observe the Insurance Act and declared rates when quoting for the respective prices as required by the Insurance regulatory Authority

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 qualification to perform the contract if it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualification 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 Validity of Tenders

2.12.1 Tenders shall remain valid for 120 days after the 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. A tenderer granting the request will not be required nor permitted to modify its tender.

2.13 Format and Signing of Tender

2.13.1 The Tenderer shall prepare an original and 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 prevail.

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 each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” 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 for Tenders and the words, “**DO NOT OPEN BEFORE,**” **29th September 2016**

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 the Tender Notice not later than 29th September 2016.

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 therefore 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 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 e mail 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 specified by the tenderer on the Tender Form. 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 *and* in the location specified in the Invitation to Tender. 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 A Candidate making inquiries of the tender documents may notify the procuring entity by email (md@pcpb.or.ke) 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 four (4) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities of inquiry) will be sent to all candidates who have been confirmed as having received the tender documents.

2.18.2 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.

2.18.3 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 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 quantify, 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

2.19.3 The Procuring entity may waive any minor informality or nonconformity 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 non-conformity.

2.20 Conversion to Single Currency

2.20.1 Where other currencies are used, the procuring entity will convert these 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;

2.21.4 The tender processing committee shall evaluate the tender within 15 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 related 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 Tenderer's tender.

2.23 Post qualification

2.23.1 The procurement 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 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.

2.23.3 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 award, the tenderer shall have the following:-

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

2.26 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 constitute the formation of the

Contract subject to signing of the contract between the tender and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

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 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 Corrupt or Fraudulent Practices

2.28.1 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 he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 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.

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for the **Procurement of an Enhanced Inpatients/Outpatient Medical Insurance Services** shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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 to Tenderers

(I) Provisions in the Appendix to instructions to Tenderers

Instruction to tender reference	Particulars to Appendix to instructions to Tenderers
Expected service	provision of insurance brokerage services for staff enhanced medical insurance cover (inpatient & outpatient)
Number of Copies Tender Documents Required	One original and 1 replica copy properly bound.
Day, date and time of tender closing	29th September 2016 11.30am
Bulky documents	Completed tender documents are to be submitted in the manner indicated in the Invitation Letter. Bulky envelopes will be submitted at the Chief Executive's office reception desk, off Waiyaki Way, at LORESHO near KARLO (HQ) & Kenya Sugar Directorate
Tender opening	29th September 2016 11.30am

The evaluation criteria	See a <i>Draft Evaluation Schedule pg. 21</i> for bidders' information. Bidders may note that the allocation of marks for each criteria is only a guideline. Bidders are advised to countercheck their submissions before handing in their bid documents. To ease evaluation, ease reference and verification by the evaluation committee bidders are requested to have an index and bind the documents accordingly
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CRITERIA OF EVALUATION

The evaluation criteria will be applied as indicated here below:-

DRAFT EVALUATION CRITERIA & SCORE ASSIGNMENT SHEET FOR PROVISION OF MEDICAL INSURANCE - TENDER NO. PCPB/01/2016/2017

	EVALUATION CRITERIA	
A)	EVALUATION CRITERIA(The following requirement must be met by the tenderer not withstanding other requirement in the tender documents) Mandatory Requirements (MR)	Responsive or Not responsive
1	Completion of Business Questionnaire	
2	Submission of PIN certificate & VAT Certificate	
3	Submission of registration /Incorporation certificate	
4	Current Tax Compliance Certificate	
5	Single business permit from the respective County Government	
6	Submission of Company profile copy with adequate details of your firm and experience in similar field, assignment staff & their experience etc.	
7	Currently (2016) membership certificate from Medical Insurance Provider Association Kenya	
8	Membership certificate from Association of insurance Broker (AIBK) for the current year (2016)	
9	Registration Certificate From IRA as broker for current period(2016)	
10	Form of tender duly filled signed and stamped	
	<i>At this stage, the tenderer submission will either be responsive in the entire mandatory (MR) REQUIREMENT ABOVE OR NON-RESPONSIVE .The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further</i>	
B	TECHNICAL EVALUATION (70MKS)	
1	Copy of the latest Audited Accounts Certified for the for the Broker/MIP (Copy of letter signed /certified by the auditor must be evident)	2
2	Copy of the latest Audited Accounts certified for the insurer/underwriter (Copy of letter signed /certified by the auditor must be evident)	2

3	Current professional Indemnity limit copy of brokers	2
4	Current professional Indemnity from proposed Underwriter /Insurer	2
5	Current(2016) IRA registration certificate of proposed Insurer /Underwriter from IRA	3
6	Membership Certificate of proposed Insurer /underwriter to Association of Kenya Insurer (AKI) for the current year(2016)	3
7	Quotations from at least two(2) duly registered Insurers /Underwriters	3
8	A copy of quotation analysis sheet of the insurers /underwriters	2
9	Company profile from proposed Underwriter/Insurer	5
10	Letter from proposed underwriter/insurance firm confirming that they are not owed by the Broker	5
11	Must Cover the following conditions in both In-patient and Out-patient I. Chronic II. Congenital III. Pre-existing IV. Ambulance and air evacuation V. HIV/AIDS VI. Maternity VII. Dental VIII. Optical IX. Alcoholism	6
12	Medical Cover must be both In-patient and Out-patient as one package under one proposed underwriter and no co-sharing.	2
13	A comprehensive list of accredited hospitals in Kenya that can be accessed by Board staff and Directors around the country and also Must submit letters confirming credit facilities for the last one year (2015/2016) from at least 5 of the following hospitals: I. Nairobi Hospital ii. Mater Hospital iii. MP. Shah hospital iv. Kenyatta National Hospital v. Karen Hospital vi. Aga khan Hospital vii. Gertrude's Hospital viii. Avenue Hospital	5
14	Submit list of at least 3 major organizations/institutions your firm has carried out similar assignments for in the last 2 years and prove through reference letters	3
15	Facilitate Health Talks	5
16	Medical check for Principal members	5
17	Provide details on scope of cover as follows I. Indicate in detail how the cover will be administered II. Full details of what the cover excludes	20

	III. Dependants eligibility IV. Outpatient Cover content as per table provided V. Inpatient cover content as per table provided VI. Critical Illness cover limits to match inpatient cover (100%) VII. Dental inpatient cover limits(please indicate) VIII. Optical inpatient cover limits(please indicate) X. Maternity Cover Limits XI. All costs including administrative costs XII. Full details of medical cover for members while on duty outside Kenya and exclusions that are applicable XIII. Admission of new and exit of members into the cover XIV. All limits of liability must be clearly indicated XV. Alcoholism XVI. Other additional benefits under the cover	
18	Provide a list of current largest clients whose Total Premium is not less than Ksh 20 Million (PCPB reserves the right to confirm directly with these firms)	5
19	Completed Premium summary sheet(totals to be transferred to request for Bids form)	5
20	Completed & signed Request for Bids Form with total premiums quoted for	5
	BIDDERS SCORE MUST BE AT LEAST 70% OF TOTAL TO PROCEED TO FINANCIAL EVALUATION	
	STAGE 11-FINANCIAL EVALUATION(10mks)	
1	Final Price/Premium Offer(MUST BE INCLUSIVE OF ALL TAXES ,DISCOUNTS ,LEVIES ETC	10
	TOTAL SCORE (%)	100

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

“The Contract” means the agreement entered into between the Pest Control Products Board and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

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

“The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Pest Control Products Board under the Contract.

“The Procuring entity” means the organization procuring the services under this Contract

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

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

“SCC” means the Special Conditions of Contract

“Day” means calendar day

3.2. Application

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of the contract

3.3. Standards

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.

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.

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

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.

3.7. Delivery of services and Documents

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

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

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

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 as 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.

Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10. Assignment

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:

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.

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

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

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

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

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.

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

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

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

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

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.

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Bidders must confirm in writing here below that they possess the necessary capacity and capability to perform the contract.

CONFIRMATION

The following documentary evidence in support of the aforesaid must be submitted together with the tender documents:-

Valid copy of certificate of registration duly certified by the relevant authority.

Company profile.

SECTION V - SCHEDULE OF REQUIREMENTS

Medical Insurance Cover PCPB staff

Introduction:

The Pest Control Products Board seeks to engage Insurance Brokerage Company to provide Enhanced staff in-patient & outpatient Medical Insurance Cover as per the details provided below in fulfillment of its obligations under the Employment Act that requires every employer to make provision for sufficient medical attention to employees.

The Objective

The purpose of the Tender is to select a Insurance brokerage company licensed by Insurance regulatory Authority (IRA) to provide medical insurance business, to provide a Medical Insurance Cover for the categories of Staff named here below.

Scope

The cover is for Pest Control Products Board staff. The Insurance sought is intended to cover 74 Principal Members and shall be on family shared basis covering the Principal member, spouse, and five dependent children less than 18 years of age and up to a maximum of twenty-five (25) years of age if still in school.

The successful Medical Insurance Provider shall enter into a one (1) year contract, renewable upon satisfactory performance.

The Medical Cover

The Cover should be designed to provide an in-patient, out-patient and Critical Illness benefits on family shared basis.

BRIEF OF PRICE/PREMIUM SCHEDULE(BIDDERS TO VERIFY AGAINST INFORMATION ABOVE)						
CATEGORY	COVER LIMIT PER FAMILY(KSH)	COVER LIMIT PER FAMILY(KSH)	NO.OF MEMBERS	TOTAL POPULATION	ENHANCED PREMIUM PER FAMILY BOTH IN AND OUT PATIENTS	TOTAL PREMIUM ENHANCED
LEVEL 1	INPATIENT	OUTPATIENT				
M+4	5,000,000	250,000.00	1	5		
LEVEL 11	INPATIENT	OUTPATIENT				
M	1500000	150,000	1	1		
M+2	1500000	150,000	2	6		
M+3	1500000	150,000	5	20		
M+4	1500000	150,000	3	15		
M+5	1500000	150,000	3	18		
LEVEL 111	INPATIENT	OUTPATIENT				
M	1000000	100,000	4	4		
M+1	1000000	100,000	0	0		
M+2	1000000	100,000	4	12		
M+3	1000000	100,000	11	44		
M+4	1000000	100,000	9	45		
M+5	1000000	100,000	0	0		
LEVEL IV	INPATIENT	OUTPATIENT				
M	750000	80,000	2	2		
M+1	750000	80,000	2	6		
M+2	750000	80,000	8	24		
M+3	750000	80,000	7	28		
M+4	750000	80,000	1	5		
M+5	750000	80,000	11	66		
BOARD MEMBERS						
M	2,000,000	100,000	4	4		

EXPECTED COVER DETAILS/SCOPE

All bidders are required to provide information in their proposal to indicate the extent to which their medical insurance policy covers indicate if the following are covered 100% (YES OR NO) and to which Extent

(PLEASE NOTE THAT IT IS IMPORTANT THAT YOU MAKE A RESPONSE TO ALL THE QUERIES)

SCOPE OF COVER	indicating YES or NO
Does the policy cover hospitalization and day care medical expenses arising from illness and accident	
Will it pay Hospital accommodation charges, Physicians, surgeons, anesthetists and other specialists' fees, Operating theatre and ICU charges, physiotherapy, chemotherapy and radiotherapy, Prescribed drugs, dressings and surgical appliances, X-rays, pathology, ECGs, laboratory tests, and other diagnostic procedures,	
Post hospitalization follow-up for accident and surgical cases up to a defined limit (indicate time),	
Hospitalization dental and optical cases,	
Day case surgeries subject to pre-authorization,	
Does it cover Road ambulance and air rescue/evacuation services subject to the annual cover limit or kshs..... (indicate) whichever comes first,	
Overseas emergency inpatient referral for treatment not available locally(on reimbursement basis),	
Does Cover include a maximum days overseas while on a business visit or holiday during the period of insurance,	
Last expenses?	
HIV/AIDS issue?	
Chronic conditions?	
Alcoholism?	
Maternity benefits? Etc. indicate amount	
How first emergency caesarian sections are handled (if covered, to what limit per family	
Do you have post hospitalization benefit and if so is it limited to any cases eg. accident and surgical cases, is it subject to any number of days from the date of discharge.	

And what is the annual benefit limits per family per year for the respective categories?	
Resident mother/guardian expenses will the policy pay for food and basic ward Accommodation expenses incurred by resident mothers or guardians during admission for children (of what age)?	
Hospital accommodation- who qualifies for private or general?	
Ophthalmology and Dental benefits- under what circumstances can these be covered if at all and to what limit?	
What is the eligible age for children and adults?	
What is the applicable waiting period	

Bidder to Provide a comprehensive list of all benefits within the cover

- I. Indicate in detail how the cover will be administered
- II. Full details of what the cover excludes Bidders to provide a comprehensive list of all benefits within the cover
- III. List all the exclusions to the above expected benefits and indicate any special clauses to note

OTHER INFORMATION

POLICY	Medical scheme/insurance	Confirm whether acceptable or not by indicating YES or NO
CANCELLATION NOTICE	Thirty (30)Days	
EXTENSIVE CLAUSES	1. Pre-existing and chronic (100%) Conditions	
	2.Children covered from birth to 25 years if in school	
	3.Children with disability to be covered for as long as they continue to be dependent on the principal member	
	4. 1st Emergency Caesarean section covered within in-patient Benefits	
	5. Admission in a NHIF Accredited hospital.	
	6. Accommodation for child below 5 years.	

PROPOSED COVER OPTIONS

No	Items description	Indicate if the following are covered 100%	Remarks
1	Extensive and Comprehensive Network of Service Providers(Attach list)		
2	Facilitate Health Talks every quarter		
	1st Emergency Caesarean		
	In-patient accidental Dental section		
	In-patient accidental optical cover		
	Last expense or funeral cover for principal members and their dependants (indicate amount of both)		
	External aids on prescription (Wheel corsets/walking frames, crutches		
	Medical checkup for principal members only once a year in hospitals selected by Underwriter		
	Post hospitalization visits/follow-ups within 30 days or limits whichever comes first		
	Outpatient Consultation as per negotiated rates		
	Prescribed routine laboratory tests		
	Radiology (X-ray and Ultrasound) – CT Scan and MRI should not require pre-authorization		
	Pre-existing chronic conditions and cancer		
	Newly diagnosed chronic conditions after 4 months of cover		
	HIV AIDS and related opportunistic conditions		
	Maternity cover (indicate amount)		
	Psychiatry and psychotherapy		

Illness associated with addiction to alcoholism and drugs abuse		
Outpatient Oncology/Cancer diagnosed after membership		
Immunizations (KEPI)		
Dental cover (indicate amount) Shared per family		
Optical cover (indicate amount) shared per family		

The Medical Scheme is expected to cover the following:-

Cover Limits

A) Inpatient Insured

CATEGORY	INPATIENT	MATERNITY
1	5,000,000	150,000
11	1,500,000	150,000
111	1,000,000	150,000
1V	750,000	150,000
BOARD MEMBERS	2,000,000	NIL

In addition to above Cover should include:

- Doctors' bills, anesthetist's bills, operating theatre fees, pharmacy, laboratory and investigations
- Diagnostic Laboratory and Radiology services;
- Declared pre-existing, Chronic and HIV covered
- Declared Congenital defects, genetic disorders
- Neonatal complications for new born babies to be Covered
- Bed entitlement - Standard private room up to Kshs 16,000 per day net of NHIF.
- Last expenses will be covered to Kshs 150,000 per person within the inpatient cover.
- 1st emergency caesarean and ectopic pregnancy section will be covered up to Kshs 200,000 within the inpatient limit
- Maternity expenses will be covered up to Kshs 150,000 as a stand-alone benefit.
- Lodger fee for a parent/guardian accompanying a child below 12 years to hospital will be covered.
- Psychiatric conditions and senility will be covered

- Inpatient dental and optical hospitalization resulting from an illness (apart from Laser eye Surgery) will be covered for up to Kshs 100,000 within the inpatient limit.
- Emergency air evacuation and road ambulance services.
- Local Ambulance services for transportation of a sick Member for treatment from an area where facilities for adequate care do not exist to the next available hospital or licensed medical facility will be covered within the annual inpatient limit
- Post hospitalization cover of up to Kshs. 400,000 within inpatient limit subject to a maximum of 4 weeks after discharge.
- Overseas extension of cover
- Illness associated with addiction to alcohol and drug abuse.
- Injuries as a result of terrorism and war.
- Gynecological illnesses
- First non-elective and emergency caesarean

B) Inpatient Group Excess of loss cover

Each family will be entitled to additional inpatient cover within the group excess of loss cover. Limit per family per annum within the group excess of loss cover shall be as shown in the table below.

CATEGORY	GROUP EXCESS OF LOSS COVER	LIMIT PER FAMILY WITHIN THE GROUP EXCESS OF LOSS
1	10,000,000	4,000,000
11		3,000,000
111		2,000,000
1V		1,000,000
Board members		1,000,000

Note:

Bidders to quote for both with or without Inpatient Group Excess of loss cover this is provided in the request for Bids form summary

2. Outpatient covers:

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 growing into cases that require hospitalization.

CATEGORY	Out PATIENT
1	250,000
11	150,000
111	100,000
1V	75,000
BOARD MEMBERS	100,000

The outpatient cover shall encompass the following benefits:

- ◆ Routine outpatient consultation;
- ◆ Diagnostic Laboratory and Radiology services;
- ◆ Prescribed Physiotherapy;
- ◆ Prescribed drugs and dressings;
- ◆ HIV/AIDS related conditions and prescribed ARVs
- ◆ Baby friendly vaccines and Immunizations
- ◆ Routine Antenatal checkups (Max 3 U/S exam)
- ◆ Postnatal care up to six weeks post-delivery;
- ◆ Chronic and recurring conditions;
- ◆ Outpatient Emergency Ambulance Services;
- ◆ Dental services;
- ◆ Optical services;
- ◆ Immunizations;
- ◆ Counseling services;
- ◆ Specialist opinion on referral basis
- ◆ Health Education (wellness programs)
- ◆ Annual pap smear and breast checks for female members and dependents
- ◆ Annual prostate checks for male members and dependents
- ◆ Terrorism
- ◆ Alcohol and drug abuse.

Any additional benefits should be specified by the bidder

Dental Cover – Ksh 30,000 per family – Insured

Dental cover provides for consultation, dental x-rays, cost of fillings, tooth extractions, root canal together with anesthetics fees.

Optical Cover –Ksh 30,000 per family – Insured the optical cover provides for consultation, the cost of eyeglasses and eye testing, eye lenses, Cost of frames is capped at Ksh. 25,000 per glasses.

The Cover should be designed to provide an in-patient, out-patient and Critical Illness benefits on family shared basis.

4. Network coverage

The bidder should have extensive and reputable network of Hospitals, Clinics, Pharmacies and Laboratories within easy reach of the members and their dependents.

The bidder is required to provide the following:-

- (i) Full details of towns where the insurance company is represented.
- (ii) The appointed hospitals, clinics and doctors all over the country that can be accessed by PCPB employees and their dependents (attach their respective lists).
- (iii) Full details of the medical cover outside Kenya and all exclusions that are applicable.

NB: PCPB employees are resident in Nairobi, Mombasa, Embu, Kisumu and Nakuru.

However, their family members (dependents) may not necessarily stay with them but stay up country.

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, field work and outreach services to the counties.

The bidder should therefore make provision for such cases in the proposal.

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. **Letter of Notification of Award** – this is to be issued to the successful bidder either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Summary of Premium/Price Schedule**- detailed price schedule Bidders to enter their bids in this document and ensure it includes all levies, taxes etc.

FORM OF TENDER

To:

Date.....

Chief Executive Officer,

Pest Control Products Board

Tender No: PCPB/01/2016-2017

Tender Name:

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for provision of insurance Brokerage Services for an Enhanced Staff In-patient and out-patient Medical Cover the sum of

Item description	Grand total premium per option
A) Options A: Total premium In & out patients cover (<u>with</u> inpatients group excess of loss cover)	
B) Options B: Total premium In & out patients cover (<u>without</u> inpatients group excess of loss cover)	

or such other sums as may be ascertained in accordance with the Schedule of Prices/Premium 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 _____ 2016

[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE FORM

ITEM NO DESCRIPTION OF INSURANCE COVER TOTAL PREMIUM (KSHS.)

- 1.
- 2.
- 3.
- 4.
- 5.

PEST CONTROL PRODUCTS BOARD

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

<i>Part 1 – General:</i>			
BusinessName			
Location of business premises.			
Plot No.....		Street/Road	
.....			
Postal Address		Tel No.	Fax
E mail			
Nature of Business		
RegistrationCertificate 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 Given details of partners as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Name</th> <th style="width: 20%;">Shares</th> <th style="width: 30%;">Nationality</th> <th style="width: 30%;">Citizenship</th> </tr> </thead> <tbody> <tr> <td>Details</td> <td></td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Shares	Nationality	Citizenship	Details										
Name	Shares	Nationality	Citizenship																										
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	Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company- Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 30%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <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> <tr> <td>5.</td> <td>.....</td> <td></td> <td></td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.			2.			3.			4.			5.		
	Name	Nationality	Citizenship Details																										
Shares																													
1.																												
2.																												
3.																												
4.																												
5.																												
Date Signature of Candidate																												

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

SAMPLE 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).

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 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:

1. the Tender Form and the Price Schedule submitted by the tenderer;
2. the Schedule of Requirements
3. the Details of cover
4. the General Conditions of Contract
5. the Special Conditions of Contract; and
6. 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 _____

PREMIUM SUMMARY COSTS.

Item No.	Description Of Insurance Cover	Total Premium (Kshs.)
1	Inpatient Cost	
	a) with Inpatient Group Excess of loss cover	
	b) without Inpatient Group Excess of loss cover	
2	Outpatient Cost	
3	Maternity Cost	
4	Dental Cost	
5	Optical Cost	
	a) Total premium In & out patients cover <u>with</u> inpatients group excess of loss cover	
	b) Total premium In & out patients cover <u>without</u> inpatients group excess of loss cover	

NB: Bidders to note that the Board may consider payment on a pro rata basis or full year.

Signature and Stamp of tenderer:

Note: In case of discrepancy between unit premium and total, the unit Premium shall prevail.

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

**PEST CONTROL PRODUCTS BOARD
REQUEST FOR BIDS FORM**

TO: ALL LICENCED MIPS/BROKERS

Tender No: **PCPB/01/2016-2017**

From:
PEST CONTROL PRODUCTS BOARD
P.O. BOX 13794 - 00800
Tel : 0720480904

You are invited to submit quotation on materials listed below: Date **15/9/ 2016**

Notes:

- (a) THIS IS NOT AN ORDER. Read the conditions and instructions on reverse before quoting.
- (b) This quotation should be submitted in a plain wax sealed envelope marked “
- (c) Your quotation should indicate final unit price which includes all costs For delivery, discount, duty and sales tax.
- (d) Return the original copy and retain the duplicate for your record.

“Tender No. **PCPB /1/2016/2017 For In & Out Patient Medical Insurance Brokerage Services for Pest Control Products Board** And addressed to reach the buyer or be placed in the Quotation/Tender box situated at the reception of the **Pest Control Products Board** new HQ office in Loresho off Waiyaki Way **Thursday 29th September 2016 by 11.30Am**

	ITEM DESCRIPTION	QUANTITY REQUIRED	GRAND TOTAL PREMIUM PER OPTION(ENHANCED)(Ksh) incl of taxes,levies and other charges	PROPOSED UNDERWRITER
1	Please quote for Enhanced Provision of In & Outpatients Medical Insurance Brokerage Services as per the tender Document	Options A: Total premium In & out patients cover <u>with</u> inpatients group excess of loss cover		
		Options B: Total premium In & out patients cover <u>without</u> inpatients group excess of loss cover		

FOR OFFICIAL USE ONLY

Bidders signature

Opened by: (1)..... DesignationSignature

(2) Designation Signature

(3) Designation Signature

Date..... Date Time