



Lasting Health Change in Africa

TENDER NO/AMREF01/11/2019/007

FOR

LOT 4

PROVISION OF PROFESSIONAL INDEMNITY COVER FOR DIRECTORS AND OFFICERS COVER

NOVEMBER 2019

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PART A: TECHNICAL REQUIREMENTS

SECTION 1 INVITATION TO TENDER

1. Amref Health Africa invites sealed tenders from eligible candidates for the provision of Insurance Brokerage Services as set out hereunder for an initial period of one year (1st January 2020 – 31st December 2020)
2. Interested eligible candidates may obtain further information from Amref Health Africa in Kenya offices situated along Lang'ata Road Opposite Lang'ata Primary School during normal working hours (9am- 12pm) from Monday to Friday.
3. Complete sets of tender documents can be downloaded from Amref Health Africa website; <http://amref.org/ways-to-give/tenders/> by interested bidders upon payment of non-refundable fee of Kshs. 2,000. The payment should be made through the Bank account(s) as detailed below:
Kenya Commercial Bank, Kipande House Branch, and Account No: 1111429243 OR National Bank of Kenya, Wilson Branch, Account No: 01020058235400.
4. Candidates will then submit bank counterfoils to Amref Health Africa, Finance Office located along Lang'ata Road during working hours from Monday to Friday to obtain an official receipt or attach the original banking slips to the tender documents as proof of purchase.
5. Completed Tender Documents (Original Only) and the original banking slip or a copy of official receipt for the fee paid as proof of purchase are to be enclosed in plain sealed envelope marked with the tender name and tender reference number. ***The financial bid should be sealed in a separate envelop inside the main envelop indicating bidders name, telephone and address. The financial envelope will be opened for those who will have qualified in the technical evaluation only*** and should be addressed and delivered/posted to the following address: -

**Group Chief Finance Officer
Amref Health Africa
P. O. BOX 30125-00100
NAIROBI**

So as to be received on or before **Thursday 14th November 2019 at 12.00 noon.**
Any tenders received after 12.00 noon will be rejected.

6. Please note that **copies are not needed only the original bid document** and tenders **MUST** be accompanied by a tender security of **2% percent** of the total tender price in the Currency specified in the tender document.
7. Prices quoted should be inclusive of all applicable taxes and must be in Kenya Shillings and shall remain valid for 90 days from the closing of the tender.
8. Amref Health Africa reserves the right to accept or reject any or all bids and is not bound to give reasons for its decision.

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and sub service providers) 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 shall not be eligible to participate in Amref Health Africa procurement.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 2,000/= per Lot.
- 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 instructions to tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Schedule of Requirements

- (v) Details of Insurance Cover
- (vi) Price Schedules
- (vii) Confidential Business Questionnaire Form
- (viii) Tender security 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 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.

2.5 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 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 Price Schedule completed in accordance with paragraph 2.8 and 2.9 below
 - (b) Documentary evidence established in accordance with paragraph 2.10.2 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 2.11 (if applicable)
 - (d) Declaration Form.

2.8. Tender Prices

- 2.8.1 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.
- 2.8.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all taxes payable.
- 2.8.3 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 2.19.5

2.9. Tender Currencies

- 2.9.1 Prices shall be quoted in Kenya Shillings

2.10. Tenderers Eligibility and Qualifications

- 2.10.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.10.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.11. 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 be 2 per cent of the tender price (bank guarantee) from a reputable bank.
- 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 2.11.6
- 2.11.4 Any tender not secured in accordance with paragraph 2.11.1. and 2.11.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.19.5
- 2.11.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.11.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27, and furnishing the performance security, pursuant to paragraph 2.28
- 2.11.7 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity.
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27 or
 - (ii) to furnish performance security in accordance with paragraph 2.28.
 - (c) If the tenderer reject correction of an arithmetic error in the tender.

2.12 Validity of Tenders

- 2.12.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.12. 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 one copy of the tender, clearly marked "ORIGINAL TENDER" as appropriate.

- 2.13.2 The original copy 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, shall be sequentially paginated.
- 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 initialled by the person or persons signing the tender.
- 2.13.4 The tenderer shall prepare a financial bid in a separate envelope sealed and must indicate the name of the bidder on the envelope.
- 2.13.5 Only bidders who will have passed the technical evaluation are the ones whose financial envelopes will be opened for financial evaluations

2.14 Sealing and Marking of Tenders

- 2.14.1 The tenderer shall seal the original of the tender in an envelope, duly marking the envelope as "ORIGINAL" The envelope shall be addressed to the Procuring entity at the address given in the invitation to tender
- 2.14.2 Bear, tender number and name in the invitation to tender and the words:
"DO NOT OPEN BEFORE **Thursday, 14th November 2019 AT 12.00 NOON**"
- 2.14.3 If the envelope is not sealed and marked as required by paragraph 2.14.1, 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 **Thursday 14th November 2019 AT 12.00 NOON LOCAL TIME.**
- 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.

2.16 Modification and Withdrawal of Tenders

- 2.16.1 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.14.
- 2.16.2 No tender may be modified after the deadline for submission of tenders.

2.16.3 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 2.11.7.

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 14TH NOVEMBER 2019 AT 12.00 NOON LOCAL TIME** 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, withdrawals, 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 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

2.19.3 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 2.19, 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 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 2.21

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 2.23.3.

- (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 2.23.2. The following evaluation methods will be applied.

- (a) Operational Plan
 - (i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time Specified in the Schedule of Requirements. Tenders Offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.
- (b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract.

Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.21.4 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 2.18 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 best evaluated responsive tender is qualified to perform the contract satisfactorily.

2.23.2 The determination will take into account the tenderer technical and financial 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 best 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 2.28 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 best evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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 Amref Health Africa 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 procuring entity's procurements.

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 2.8. 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 2.28 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 seven (7) 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.

2.28 Performance Guarantee

2.28.1 The successful tenderer shall furnish the procuring entity with performance security of 10% of the total premiums.

2.28.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.27 or paragraph 2.28.1 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 best 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. 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 2.17.2. Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in Procuring entity's procurements.

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;

- (a) The information that specifies and complements provisions of Section II to be incorporated.
- (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.

Appendix to instructions to Tenderers

The following information for the procurement of insurance services shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

SECTION III: SCHEDULE OF REQUIREMENTS

MANDATORY REQUIREMENTS;

Prior to technical evaluation, the tenderers shall be subjected to mandatory preliminary evaluation using the below listed criteria. The evaluation shall be on RESPONSIVE/NON-RESPONSIVE criteria and a tenderer must pass all below stated mandatory preliminary requirements in order to proceed to the next stage of technical evaluation. Any NON-RESPONSIVE in any criteria shall result in overall NON-RESPONSIVE:

| Brokerage firms must ensure tenders /bid proposal are accompanied by the Insurance underwriter’s proposal attached in the same tender documents. | | | |
|---|---|----------------------------|----------|
| MANDATORY REQUIREMENT QUALIFICATIONS TO BE MET BY THE TENDERER (INSURANCE BROKERAGE FIRM/ INSURANCE BROKER | | | |
| SR. NO. | CRITERIA | RESPONSIVE/ NON-RESPONSIVE | COMMENTS |
| 1 | Valid registration certificate of the company/ Company's Certificate of Incorporation (underwriter & broker) | | |
| 2 | Certified copy of audited accounts for the last three years (2016, 2017 & 2018) (underwriter & broker) | | |
| 3 | Must provide evidence of Re-insurance arrangements of medical insurance business (Underwriter) | | |
| 4 | Must provide sworn affidavit most current 2018/2019 regarding litigation history. (underwriter & broker) | | |
| 5 | Must provide valid business permit for 2019 | | |
| 6 | Valid registration with the commission of insurance for current year and certified copy of the current license (underwriter & broker) | | |
| 7 | Certified copy certificate of membership with the Association of Insurance Brokers (AIB) - Broker | | |

| | | | |
|--|---|--|--|
| 8 | Certified copy membership registration certificate by Insurance Regulatory Authority (IRA) (underwriter & broker) | | |
| 9 | Certified copy certificate of membership with Association of Kenya Insurers (AKI) (underwriter) | | |
| 10 | Provide copy of PIN Certificate (underwriter & broker) | | |
| 11 | Provide copy of valid tax compliance certificate (underwriter & broker) | | |
| 12 | Completed and signed form of tender | | |
| 13 | Completed and signed Confidential business questionnaire (underwriter & broker) | | |
| 14 | Proof of purchase of tender (attach bank receipt / Amref receipt) | | |
| 15 | All pages including the attachments in the submitted tenders <u>MUST be serialized/ paginated</u> by the tenderer for each tender submitted in the format, page x of y. (Broker) | | |
| 16 | Tender Security of at least 2% of the tender price and in form of bank guarantee from a local bank valid for 60 days (Underwriter) | | |
| 17 | Bank statements for the last twelve months (from October 2018 - September 2019) (underwriter & broker) | | |
| 18 | Must have done annual gross premiums in previous year of Kes. 150M with the documentary evidence (Underwriter) | | |
| 19 | Must have paid up capital as specified in the applicable Insurance Act (Attach evidence) (Underwriter) | | |
| 20 | Must give a list of five (5) reputable clients and the total client's premiums for the last previous years (underwriter & broker) | | |
| Any bidder who does not meet all of the above mandatory required will be declared non-responsive and will not move to next evaluation stage | | | |

TECHNICAL EVALUATION

| Brokerage firms must ensure tenders /bid proposal are accompanied by the medical underwriter's proposal attached in the same tender documents. | | | |
|---|---|-------------|--|
| A. QUALIFICATIONS TO BE MET BY THE TENDERER (INSURANCE BROKERAGE FIRM/ INSURANCE BROKER | | | |
| This shall include staff and 34 Board of Directors | | | |
| S/NO | CRITERIA | TOTAL SCORE | |
| 1 | Must have continuously operated as Insurance Broker and underwriter (Broker to provide) last Ten (10) years as evidenced by annual insurance certificates issued by IRA. (Attach evidence of past annual insurance certificates). Each year of experience 1 mark) | 10 | |

| | | | |
|----|---|-----------|--|
| | Run-off cover – 2 marks Additional limit for non-executive directors – 2 marks | | |
| 12 | Provide draft SLA (underwriter and Broker) (5 marks each) | 10 | |
| | TOTAL | 96 | |

The pass mark to proceed to financial evaluation is 70 out of the maximum total score of 100 marks. Only bidders with a technical score of 70 marks and above out of the maximum possible 100 marks shall be considered technically responsive, hence qualify for financial evaluation.

FORM OF TENDER

To:.....Date:.....

Name and address of procuring entity

Tender No:.....

Tender Name:.....

Dear Sir/Madam,

- 1. Having examined the Tender documents including Addenda No (insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance services under this tender in conformity with the 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 Professional Indemnity Cover for Directors and Officers services in accordance with the conditions of the tender
- 3. We agree to abide by this Tender for a period of(number) of 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.....2019

Signature.....In the capacity of.....

Duly authorised to sign tender for and on behalf of

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

PART 1- GENERAL

Business Name

Location of Business premises:

Country/Town.....

Postal Address.....

Code Town.....

Tel No..... E-mail

Nature of Business

Part 2 (a) – INDIVIDUALS

Your Name in full

Nationality Country of Origin

Citizenship details

PART 2 (b) – PARTNERSHIP

| Name | Nationality | Citizenship Details | Shares |
|------|-------------|---------------------|--------|
|------|-------------|---------------------|--------|

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| 1. | | | |
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| 2. | | | |
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| 3. | | | |
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PART 2 (c) – REGISTERED COMPANY

Private or Public

State the nominal and issue capital of the company.....

Nominal Ksh

Issued Ksh

Give details of all directors as follows:

| Name | Nationality | Citizenship Details | Shares |
|------|-------------|---------------------|--------|
| 1. | | | |
| 2. | | | |
| 3. | | | |

TENDER SECURITY FORM

Tender No: AMREF/01/11/2019/007

PROVISION OF INSURANCE BROKERAGE SERVICES (PROFESSIONAL INDEMNITY COVER FOR DIRECTORS & OFFICERS)

To: Amref Health Africa

WHEREAS [*insert: name of Tenderer*] (hereinafter called "the Tenderer") has submitted its tender dated [*insert: date of tender*] for the performance of the above-named Contract (hereinafter called "the Tender")

KNOW ALL PERSONS by these present that WE [*insert: name of bank*] of [*insert: address of bank*] (hereinafter called "the Bank") are bound unto [*insert: name of Purchaser*] (hereinafter called "the Purchaser") in the sum of: [*insert: amount*], for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this [*insert: number*] day of [*insert: month*], [*insert: year*].

THE CONDITIONS of this obligation are the following:

- (a) If, after the tender submission deadline, the Tenderer
 - (i) withdraws its tender during the period of tender validity specified by the Tenderer in the Tender Form, or
 - (ii) does not accept the purchaser's corrections of arithmetic errors in accordance with the instructions to Tenderers; or
 - (iii) does not at all reply to the Purchaser's requests for clarification
2. If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of tender validity
 - (b) fails or refuses to sign the Contract Agreement when required; or
 - (c) Fails or refuses to issue the performance security in accordance with the Instructions to Tenderers.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due it, owing to

the occurrence of any one of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including *[insert: **the date that is 31 days after the period of tender validity**]*, and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the
Bank

Signed: _____ Date:

PRICE SCHEDULE FORM

| No. | Class of Insurance | Rate | Basic Premium | Levies | Annual Premium |
|--------------------|---|-------------|----------------------|---------------|-----------------------|
| 1 | Professional Indemnity Directors & Officers Liability Insurance as per the terms of reference | | | | |
| | | | | | |
| Grand Total | | | | | |

Name, Signature and Rubber Stamp of Tenderer's Representative;

Name : _____

Signature : _____

Rubber Stamp: