TENDER DOCUMENT
TENDER NO. MWSS/016/2017-18
PROVISION OF MEDICAL SERVICES

AUGUST 2017

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Dir. Line +254 726 313006
+254 735 655560
Fax: +254 041 2222728
Email: info@mombasawater.co.ke
Website: www.mombasawater.co.ke
LETTER OF INVITATION

TENDER NO. MWSS/016/017-018……DIRECTORS AND STAFF MEDICAL SERVICES

Mombasa Water Supply & Sanitation Co. Ltd (Mombasa Water) invites tenders from registered medical Insurance providers for provision of medical insurance cover for Directors, employees and dependents of Mombasa Water Supply and Sanitation Company Ltd for a period of One (1) year starting November 2017. Tenders will only be accepted from principal medical insurance providers.

Tender documents with detailed specifications and conditions are available from our website http://www.mombasawater.co.ke, or can be obtained from our Procurement office, located along Mikindani Street Off Nkrumah Road during normal working hours upon payment of a non-refundable fee of Kshs1,000.00 (One Thousand Only) per set. Candidates are requested to make payments at our cash office in form of cash or by bankers’ cheque in the name of Mombasa Water Supply & Sanitation Co. Ltd and then proceed to pick the documents from the procurement office. The document is free if downloaded from our website.

Completed Tender Documents should be deposited at our tender box situated outside the Managing Directors office at our headquarters, Mikindani Street off Nkrumah Road marked as follows or be posted to the address shown below:

THE MANAGING DIRECTOR, MOMBASA WATER SUPPLY & SANITATION CO.LTD, P.O. BOX 1100-80100, MOMBASA.

Tender documents should be received on or before Tuesday 12th September, 2017 at 11.00 am. Tenders will be opened thereafter on the same day in the presence of tenderers or their representative who choose to attend the tender opening ceremony at the company’s boardroom.

MANAGING DIRECTOR
TENDER QUESTIONNAIRE

Please fill in Block Letters

1. Full names of tenderer ..............................................................

2. Full address of tenderer to which tender correspondence is to be sent ..............

........................................................................................................

3. Tenderer’s telephone numbers.............................................................

4. Tender number ...................................................................................

5. E-mail Address of tenderer’s ..............................................................

6. Name of tenderer’s representative to be contacted on matters if the tender during the tender period.

7. Details of tenderer’s nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, fax, email):

________________________

Signature and stamp of Tenderer
CONFIDENTIAL BUSINESS QUESTIONNAIRE
You are requested to give particulars indicated in part 1 and part 2 (a) or whichever applies to your type of business.

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

Part 1 General

Business Name: ……………………………………………………………………………………

Location of business premises Country/Town:

Plot No…………………….Street/Road ……………………………………….

Postal Address ……………………Tel No………………………………………..

Nature of business……………………………………………………………………

Current Trade License No…………………………….Expiry Date ……………….

Maximum value of business which you can handle at any 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

Give details of partners as follows:

<table>
<thead>
<tr>
<th>Name(s) in Full</th>
<th>Nationality</th>
<th>Citizenship details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ………………..</td>
<td>………………</td>
<td>………………………</td>
<td>………</td>
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<tr>
<td>2. ………………..</td>
<td>………………</td>
<td>………………………</td>
<td>………</td>
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<td>3. ………………..</td>
<td>………………</td>
<td>………………………</td>
<td>………</td>
</tr>
<tr>
<td>4. ………………..</td>
<td>………………</td>
<td>………………………</td>
<td>………</td>
</tr>
</tbody>
</table>
Part 2(c) – Registered Company

Public or Private..................................................................................................................

State the nominal and issued capital of the company:

Nominal KShs..............................................
Issued Kshs..............................................

Give details of all the Directors

<table>
<thead>
<tr>
<th>Name(s) in Full</th>
<th>Nationality</th>
<th>Citizenship details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. .................</td>
<td>...............</td>
<td>.......................</td>
<td>........</td>
</tr>
<tr>
<td>2. .................</td>
<td>...............</td>
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<tr>
<td>3. .................</td>
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<td>.......................</td>
<td>........</td>
</tr>
<tr>
<td>4. .................</td>
<td>...............</td>
<td>.......................</td>
<td>........</td>
</tr>
</tbody>
</table>

If citizen, indicate under “Citizen Details” whether by birth, naturalization or registration.

Part 3 – Eligibility Status

Are you related to an employee who works in the Finance or Procurement departments, or, is a member of the management team or sits in the Board of Directors of Mombasa Water Supply & Sanitation Company Ltd?

Yes [ ] No [ ]

If answer is YES give relationship.................................................................

__________________________________
Signature and stamp of Tenderer
1.0. Mombasa Water Hereinafter referred to as (the Company) invites you to tender for **PROVISION OF MEDICAL SERVICES** for Directors, staff and dependants in accordance with the attached Tender Documents.

2.0. **ELIGIBILITY AND QUALIFICATION REQUIREMENTS**

2.1. This invitation to tender is open to tenderer’s who are able to demonstrate a proven technical ability to carry out work of complexity and size envisaged and who have appropriate available personnel, equipment, financial strength and managerial capacity.

The decision by the company regarding awarding of the tender and exclusion of unsuccessful Tenderer’s will be final and the company will not enter into any discussions or correspondence regarding such decision.

3.0. **COST OF TENDERING**

3.1. The tenderer shall bear all costs associated with the preparation and submission of his tender and the company will not be responsible or liable for those costs regardless of the conduct or outcome of the tendering process.

4.0. **CONTENT OF TENDER DOCUMENTS**

4.1. The set of Tender documents issued for the purpose of tendering will be composed of instructions to Tenderer’s, conditions, Terms and Specifications of the tender.

4.2. The Tenderer is expected to examine carefully all instruction, conditions, forms, terms and specifications in the Tender Documents. Failure to comply with requirements of Tender submission will be at the Tenderer’s own RISK. Pursuant to Clause 20 hereof, Tenders that are not substantially responsive to the requirements of the tender documents will be rejected.

5.0 **CLARIFICATION OF TENDER DOCUMENTS**

5.1. Prospective Tenderer’s requiring any clarification of the tender documents may notify us in writing on the following address:

The Managing Director,
Mombasa Water Supply & Sanitation Co. Ltd,
P.O. Box 1100-80100,
**MOMBASA.**
Tel. 041-254 2222700/2315847, Dir. Line +254 726 313006/ +254 735 655560
E-mail: info@mombasawater.co.ke
5.2 Mombasa Water shall respond in writing to any request for clarification which it receives earlier than 14 days prior to the deadline for the submission of tenders. Written copies of the response (including a description of the query but without identifying its source) will be sent to all prospective Tenderer’s.

5.3 Except as described in clause 6 hereof neither the Company nor any of its employees have any authority to make any explanation to Tenderer’s as to the meaning of the Tender Documents, or as to anything to be done or not to be done by the tenderer or as to these instructions or as to any other matter or thing so as to bind the company or bind or fetter the judgment of the procuring entity in the exercise of its powers and duties under contract.

6.0. AMENDMENT OF TENDER DOCUMENTS

6.1 At any time prior to the deadline for submission of Tenders the procuring entity whether at its own initiative or in response to a clarification requested by a prospective tenderer may modify the tender documents by issue of an Addendum.

6.2 The Addendum will be sent by mail or fax to all prospective tenderer’s who have purchased the Tender Documents and provided the company will have the details of an operational fax line or email address to their offices and the Addendum will be binding upon the prospective tenderer’s who shall promptly acknowledge receipt thereof by fax/email to the Managing Director.

6.3 In order to accord prospective Tenderer’s reasonable time in which to take an Addendum into account in preparing their tenders, the company may, at its discretion extend the deadline for the submission of Tenders in Accordance with Clause 14 hereof.

7.0 LANGUAGE OF TENDER

7.1. The Tender Documentation and all correspondence and documents relating to the Tender exchanged by the tenderer and the company shall be written in English language.

8.0. TENDER PRICES

8.1 The Tenderer’s shall fill in rates and prices for all items of work described in the Bill of Rates. Any or all items against which no rate or price is entered by the Tenderer shall not be considered by the company.

8.2 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment except as provided for in the Conditions of Contract.
9.0. **CURRENCIES OF TENDER AND PAYMENT**

9.1 The Tender prices and unit rate shall be quoted entirely in Kenya Shillings.

10.0 **TENDER VALIDITY**

10.1 Tenders shall remain valid for a period of 90 days after the date of opening of tenders as prescribed in Clause 14 hereof.

10.2 In exceptional circumstances, prior to expiry of the original Tender validity period, the company may request the Tenderer’s for a specified extension in the period of validity. The request and the responses thereto shall be made in writing. A Tenderer may refuse the request without forfeiting his Tender Security. A tenderer agreeing to the request will not be required nor permitted to modify his Tender Security correspondingly.

The provision of clause 11 hereof regarding discharge and forfeiting of Tender Security shall continue to apply during the extended period of Tender validity.

11.0 **TENDER SECURITY**

11.1 The Tenderer shall furnish in as part of his Tender a Tender Security equivalent to 2% of the contract sum. The Tender Security shall be denominated in the currency of the Tender and shall be in one of the following forms:

   a) A Bank Guarantee;
   b) An Insurance Bond issued by an insurance firm approved by the PPRA located in Kenya;
   c) An irrevocable letter of credit issued by a reputable bank.

Tender Security guarantee shall continue for another 30 days after the Tender validity period.

11.2 Any Tender not containing either of the above as specified in Clause 11.1 will be rejected by the company.

11.3 The Tender Security of unsuccessful Tenders will be discharged/returned as promptly as possible as but not later than **Thirty (30) days** after the expiration of the period of Tender validity prescribed by the company.

11.4 The Tender Security of the successful Tenderer will be discharged when the Tenderer has signed the Contract Agreement and furnished the required performance Security Bond.
11.5 The Tender Security may be forfeited

(a) If a Tenderer withdraws his Tender during the period of tender validity or
(b) In the case of a successful Tenderer, if he fails within the specified time limit to:
   (i) Sign the Contract Agreement or
   (ii) Furnish the required Performance Security Bond.

(c) If the Tenderer’s does not accept the correction made in accordance with clause 21 herein.

Any such forfeiture shall be without prejudice to any further or other rights or Remedies that the Company may be entitled to.

12.0 COMPLIANCE WITH TENDER REQUIREMENTS

12.1 Any tender which contains any departure from the qualification to the tender requirements may be rejected. To comply fully with this requirement the Tenderer’s must examine and fully understand the entire Tender requirements including all the conditions of Contract.

12.2 On condition that a tender is submitted in accordance with the above, also a tenderer may submit for consideration an alternative offer incorporating proposals or other variations which departs from, or qualify the tender requirements.

A fully responsive tender must accompany the alternative proposals. All departures from, and/or qualifications to the Tender requirements must be clearly stated.

13.0 SUBMISSION OF TENDERS

SEALING AND MARKING OF TENDERS
Completed Tender Documents must be addressed in plain sealed envelopes
Marked as follows:

TENDER NO MWSS/016/2017-18: STAFF MEDICAL SERVICES

ADDRESS TO:
The Managing Director,
Mombasa Water Supply & Sanitation Co. Ltd,
P.O. Box 1100-80100,
MOMBASA.
Alternatively, the completed tenders may be deposited at the Tender Box located at the company headquarters on Mikindani Street off Nkrumah Road on or before 
Tuesday 12th September, 2017 at 11.00am.

14.0 **DEADLINE FOR SUBMISSION OF TENDERS**

14.1 Tenders must be received by the Company at the address specified above NOT later than 11.00am. On the date specified in the letter of invitation.

14.2 The company may at its discretion, extend the deadline for submission of Tenders by issuing an amendment in accordance with clause 6 hereof. In which case, all rights and obligations of the Company and the Tenderer’s previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

15.0 **LATE TENDERS**

15.1 Any tender received by the Company after the deadline for submission of tenders prescribed by the company in accordance with clause 14 hereof will be rejected and opened to obtain the tenderer’s address and returned.

16.0 **MODIFICATION AND WITHDRAWAL OF TENDERS**

16.1 The Tenderer may modify or withdraw his tender provided that the modification or notice of withdrawal is received in writing by the procuring entity prior to the prescribed deadline for submission of tenders.

16.2 The Tenderer’s modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of clause 16.0 hereof for the submission of tenders with the envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.

16.3 Subject to clause 16.1 hereof, no tender may be modified subsequent to the deadline for submission of tenders.

16.4 Withdrawal of a tender during the interval between the deadline for submission of tender and the expiration of the period of tender validity will result in the forfeiture of the Tender Security pursuant to Clause 11.5 a hereof.

17.0 **TENDER OPENING AND EVALUATION**

17.1 The company will open all tenders submitted by the tenderers
17.2 At the tender opening, Mombasa Water will announce the tenderer’s name, Tender price and such other details as the company may consider appropriate and withdrawals if any.

18.0 PROCESS TO BE CONFIDENTIAL

18.1 After the closing date for the submission of tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of contract will not be disclosed to tenderer’s (or to other persons not officially concerned with such process) until the Award of the Contract to the successful tenderer has been announced.

18.2 Any efforts by a tenderer to influence the employer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract may result in the rejection of tender received from tenderer.

19.0 CLARIFICATION OF TENDERS

To assist in the examination, evaluation and comparison of tenders, Mombasa Water may ask tenderer’s individually for clarification or further details of the information contained therein. Similarly the Company may seek additional details of their tender, including breakdown of unit rates and prices.

The request for clarification and the response shall be in writing or by fax, but NO change in price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the company during the evaluation of the tenders in accordance with clause 21 hereof.

20.0 DETERMINATION OF RESPONSES

20.1 Prior to the detailed evaluation of tenders, Mombasa Water will determine whether each tender is substantially responsive to the requirements of the tender documents.

20.2 For the purpose of this clause a substantially responsive tender is one that conforms to all the Terms, Conditions and specifications of the Tender documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of works or which limits in any substantial way, inconsistent with the tender documents, the company’s rights or Tenderer’s obligations under the contract and the rectification of which deviation or reservation may be to the disadvantage of other tenderer’s presenting substantially responsive Tenders at reasonable prices.
20.3 If the tender is not substantially responsive to the requirement of the Tender documents it will be rejected by the Company, and may not subsequently be made responsive by the tenderer having corrected or withdrawn the non-conforming deviation or reservation.

21.0 CORRECTION OF ERRORS

21.1 Tenders determined to be substantially responsive will be checked by the company for any arithmetical error and if any is found it will be corrected as follows:

(a) Where there is a discrepancy between amounts in figures and the amount in words, the amount in words will govern.

(b) Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will govern unless in the opinion of Mombasa Water finds that there is an obvious gross misplacement of the decimal point in the unit rate in which even the total amount as quoted will govern and the unit will be corrected.

21.2 The amount stated in the form of tender will be adjusted by Mombasa Water in accordance with the above procedure for the correction of errors and with concurrence of the tenderer’s. shall be considered as binding upon the tenderer’s. If the tenderer does not accept the correct amount of tender he will be deemed to have withdrawn his tender during the period of tender validity and his tender Security will be forfeited in accordance with clause 11.5C.

22.0. NOTIFICATION OF AWARD

22.1 Prior to the expiration of the period of the tender validity the procuring entity will notify the unsuccessful and successful tenderer in writing.

22.2 The notification of the award to the successful tenderer will not constitute the formation of the contract until 14 days have elapsed subject to the receipt of tenderer’s acceptance, provision of performance security bond and if there is no appeal by any of the participating tenderer’s.

22.3 Simultaneously on issuance of the notification of the award to the successful Tenderer and their furnishing of the performance security pursuant to clause 24 the procuring entity will promptly notify each unsuccessful tenderer and the procuring entity will discharge their tender security pursuant to clause 11.0.

23.0 SIGNING OF CONTRACT

23.1 At the same time as the procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will send the tenderer the contract
form provided in the tender document or in any other form acceptable to the procuring entity and will discharge their tender security pursuant to clause 11.0.

23.2 Within thirty (30) days of receipt of the contract document, the successful tenderer shall sign and date the contract and return it to the procuring entity within thirty (30) days from the date of notification of award.

**24.0 SIGNING OF CONTRACT**

24.1 Within thirty (30) days of the receipt of the notification of award from the procuring entity, the successful tenderer shall furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the tender document or in any other form acceptable to the procuring entity.

24.2 Failure of the successful tenderer to comply with the requirements of clause 23.0 and clause 24.0 shall constitute sufficient grounds for the annulment of the award and forfeiture of tender security, in which even the procuring entity may make the award to the next lowest evaluated tenderer or call for a new award.

**25.0 SCHEDULE OF REQUIREMENTS**

Appended below are details of cover and evaluation guidelines.

25.1 **MANDATORY REQUIREMENTS**

Must submit copies of the following documents:

(a) PIN Certificates
(b) Current Tax compliance Certificates
(d) Must provide a premium financing agreement for ten months at a competitive rate with a Commercial bank.

I. Tenderers to organize premium financing from a reputable Financial Institution at a very competitive interest rate
II. Confirm that payments of premium will be made in 10 [ten] equal installments and prorated for any late membership registration,
III. Confirm that Tenderer’s Submit details of the Premium Financing at the time of submission of the bids document. Premium Financing will be one of the key evaluation Criteria.

25.1.2 Must provide a copy of a current registration certificate from the Insurance Regulatory Authority (IRA) showing that they are registered Insurance Providers.
25.1.3 Must attach the Company profile
25.1.4 Must have provided Medical Insurance Cover for the last five years.
25.1.5 Must attach a list of five largest medical insurance schemes accounts they currently cover whose premium is over Kshs.50 million.
25.1.6 Must attach certified audited accounts for 2015 and 2016
25.1.7 Must attach Medical Reinsurance slip cover note for 2017
25.1.8 Must have done total medical premium of KShs2 Billion in the year 2016 (Attach evidence)
25.1.9 Must have paid medical claims in excess of KShs300M in the year 2016 (Attach evidence)

26.0 SCOPE OF COVER AND EVALUATION CRITERIA

26.1 IN PATIENT

Premium cover – The cover will be based on payment of premium for the specified insured benefits specified in schedule I. (15 marks)

26.1.2 Give premium cover that includes the following:

<table>
<thead>
<tr>
<th></th>
<th>BENEFITS SCHEDULE</th>
<th>State Yes or No</th>
<th>Remarks</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pre-existing and Chronic ailments (Diabetes, Hypertension, Asthma, heart disease, Renal Failure, Osteoarthritis, Liver disease, Eczema, Cancers and HIV/Aids (enhanced cover)</td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>Inpatient dental cover (up to cover limit)</td>
<td></td>
<td></td>
<td>2.5</td>
</tr>
<tr>
<td>3</td>
<td>Outpatient dental cover (KShs.15,000.00 limit)</td>
<td></td>
<td></td>
<td>2.5</td>
</tr>
<tr>
<td>4</td>
<td>Eye related illnesses inclusive of surgery (up to cover limit)</td>
<td></td>
<td></td>
<td>2.5</td>
</tr>
<tr>
<td>5</td>
<td>Inpatient optical cover (up to cover limit)</td>
<td></td>
<td></td>
<td>2.5</td>
</tr>
<tr>
<td>6</td>
<td>Outpatient optical cover (KShs.15,000.00 limit)</td>
<td></td>
<td></td>
<td>2.5</td>
</tr>
<tr>
<td>7</td>
<td>Maternity Cover (75,000.00 limit)2016</td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>8</td>
<td>Provide limit for caesarian maternity</td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>9</td>
<td>Accident Cover (Overall Limit)</td>
<td></td>
<td></td>
<td>5</td>
</tr>
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<td>---</td>
<td>----------------------------------------------------------------------------------</td>
<td>-----------------</td>
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</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
<td></td>
<td>32.5</td>
</tr>
</tbody>
</table>
26.2 BENEFITS SPECIFICATIONS

Provide an enhanced premium cover that includes the following:
Pre-existing and chronic illnesses (diabetes, hypertension, asthma, heart diseases, renal failure, osteoporosis, liver diseases, eczema, cancer, HIV/AIDS, among others).

26.3 Provide Benefit Matrix as below: (10 marks)

<table>
<thead>
<tr>
<th>Ward limits</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accident and illness Hospitalization,</td>
<td></td>
</tr>
<tr>
<td>Home nursing and hospice cover limit,</td>
<td></td>
</tr>
<tr>
<td>Maternity – C-Section and normal delivery (includes pre-natal and post-natal care).</td>
<td></td>
</tr>
<tr>
<td>Gynecological Treatment,</td>
<td></td>
</tr>
<tr>
<td>Give the age bracket of members to be covered,</td>
<td></td>
</tr>
<tr>
<td>Physiotherapy,</td>
<td></td>
</tr>
<tr>
<td>Drugs and Dressings ,</td>
<td></td>
</tr>
<tr>
<td>CT scans, MRI scans and Bone densitometry scans,</td>
<td></td>
</tr>
<tr>
<td>Internal prosthesis,</td>
<td></td>
</tr>
<tr>
<td>Rescue &amp; Evacuation,</td>
<td></td>
</tr>
<tr>
<td>Cancer treatment benefit including chemotherapy and Radiotherapy</td>
<td></td>
</tr>
<tr>
<td>Neurology</td>
<td></td>
</tr>
<tr>
<td>Surgical Operations and Procedures</td>
<td></td>
</tr>
<tr>
<td>Psychiatric treatment</td>
<td></td>
</tr>
</tbody>
</table>

26.4 Comprehensive cover for Chronic & HIV/AIDS limits (5 marks)

26.5 Submit a proposal on HIV/AIDS Management. (5 marks)

26.6 Confirm that you will adapt all the following groups of providers in schedule IV (5 marks)

**SCHEDULE IV**

<table>
<thead>
<tr>
<th></th>
<th>Pediatrics</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Gynecologists</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Physicians</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Hospitals</td>
<td></td>
</tr>
</tbody>
</table>
26.7
   a) Provide a list of countrywide provider network. (5 marks)

   b) Provide written confirmation from at least one of the following groups of
      providers in schedule IV (2.5 marks).

      (i) Pediatricians
      (ii) Gynecologists
      (iii) Physicians

   c) Provide written confirmation from hospitals in schedule IV (2.5 marks)

26.8 Provide Service performance levels for both outpatients and inpatients schemes
      stating:

   (i) time frame for registration of newborn babies and new members (2.5 marks)

   (ii) Time frame for informing members/company of inpatient cases with excluded
         conditions. (2.5 marks)

   (iii) Provide list of all excluded conditions (2.5 marks)

   (iv) Confirm that cover for members and dependants residing in areas outside the
         Scheme Administrator network will be at the nearest NHIF approved hospital
         provided the scheme manager is informed within the stipulated time set by the
         administrator accordingly. (5 marks)

   (v) Filling and signing all the necessary parts and forms of the Tender document
         (5 marks)

**NOTE: PASS MARK IS 70%**

27.0 Definitions

“Employee” means a person employed by the founder who is employed and confirmed
on permanent terms of service.

“Dependent” means legal wife/husband of an employee (but not including those legally
separated) or the person living with an employee in a recognized husband and wife
relationship, who is registered as such in the company records. Evidence to this effect
may be required.

“Age limit of children” means between 1 day and 18 years. Children up to 25 years must
be full time students at any accredited college or university. Evidence to this effect to be
provided.
“The number of dependents per employee is One (1) spouse and a maximum of Four (4) child dependants.

“Medical Scheme Administrator” means the person or company appointed under an instrument by the Founder to manage the administrative affairs of the scheme.

“Member” means the insurer awarded the tender for provision of medical services by the procuring entity (Mombasa Water)

“Benefits limits” means the annual limits and such limits as spelt out in the medical policy.

28.0 ENROLMENT

28.1 To become a member an employee has to complete an application form. After which an identification document is issued by the scheme administrator. These document are recognized throughout the scheme administrator network of providers.

28.2 The scheme administrator will further issue all members with a Medical card or smart card. This will contain the photograph and member details and will be used during all visits to hospitals by the members of dependant. This will serve as a member reference point in our patient benefit utilization.

28.3 When a dependent falls sick he/she will be required to visit the appointed provider directly on identifying him/herself with a scheme Administrator card
29.0 SCHEDULE I: ANNUAL BENEFITS LIMITS PER FAMILY

29.1 IN-PATIENT

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>Annual limit per family</th>
<th>Enhanced Premium Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Directors</td>
<td>1,000,000 (private ward)</td>
<td>..........................</td>
</tr>
<tr>
<td>MD</td>
<td>1,000,000 (private ward)</td>
<td>..........................</td>
</tr>
<tr>
<td>Senior Management</td>
<td>750,000 (private ward)</td>
<td>..........................</td>
</tr>
<tr>
<td>Rest of Staff</td>
<td>500,000 (General Ward)</td>
<td>..........................</td>
</tr>
</tbody>
</table>

29.2 OUT-PATIENT LIMITS

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>Annual limit per family</th>
<th>Enhanced Premium Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Directors</td>
<td>100,000</td>
<td>..........................</td>
</tr>
<tr>
<td>MD</td>
<td>100,000</td>
<td>..........................</td>
</tr>
<tr>
<td>Senior Management</td>
<td>75,000</td>
<td>..........................</td>
</tr>
<tr>
<td>Rest of Staff</td>
<td>75,000</td>
<td>..........................</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>Kshs</td>
</tr>
</tbody>
</table>
29.3 SCHEDULE II CATEGORIZATION OF MEMBERSHIP

<table>
<thead>
<tr>
<th>S/NO</th>
<th>Category</th>
<th>Principal Member</th>
<th>Spouse</th>
<th>Children</th>
<th>Total Family pop.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Directors</td>
<td>11</td>
<td>0</td>
<td>0</td>
<td>11</td>
</tr>
<tr>
<td>2</td>
<td>MD</td>
<td>1</td>
<td>1</td>
<td>3</td>
<td>5</td>
</tr>
<tr>
<td>3</td>
<td>Snr. Mgt</td>
<td>32</td>
<td>29</td>
<td>47</td>
<td>106</td>
</tr>
<tr>
<td>4</td>
<td>Rest of Staff</td>
<td>342</td>
<td>302</td>
<td>741</td>
<td>1385</td>
</tr>
<tr>
<td></td>
<td>Total Population</td>
<td>386</td>
<td>332</td>
<td>791</td>
<td>1507</td>
</tr>
</tbody>
</table>

29.4 SCHEDULE III: ANALYSIS OF MEMBERSHIP (ALL STAFF)

<table>
<thead>
<tr>
<th>S/No</th>
<th>FAMILY SIZE</th>
<th>NO. FAMILIES</th>
<th>TOTAL POPULATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>M</td>
<td>44</td>
<td>44</td>
</tr>
<tr>
<td>2</td>
<td>M+1</td>
<td>30</td>
<td>60</td>
</tr>
<tr>
<td>3</td>
<td>M+2</td>
<td>58</td>
<td>174</td>
</tr>
<tr>
<td>4</td>
<td>M+3</td>
<td>73</td>
<td>292</td>
</tr>
<tr>
<td>5</td>
<td>M+4</td>
<td>76</td>
<td>380</td>
</tr>
<tr>
<td>6</td>
<td>M+5</td>
<td>94</td>
<td>564</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>375</td>
<td>1514</td>
</tr>
</tbody>
</table>

29.5 BREAKDOWN OF MEMBERSHIP

<table>
<thead>
<tr>
<th>FAMILY SIZE</th>
<th>NO. FAMILIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>M</td>
<td>44</td>
</tr>
<tr>
<td>M+1</td>
<td>30</td>
</tr>
<tr>
<td>M+2</td>
<td>58</td>
</tr>
<tr>
<td>M+3</td>
<td>73</td>
</tr>
<tr>
<td>M+4</td>
<td>76</td>
</tr>
<tr>
<td>M+5</td>
<td>94</td>
</tr>
<tr>
<td>Total</td>
<td>375</td>
</tr>
</tbody>
</table>
29.6 ANALYSIS OF MEMBERSHIP FOR SENIOR MANAGEMENT STAFF

<table>
<thead>
<tr>
<th>S/No</th>
<th>FAMILY SIZE</th>
<th>NO. FAMILIES</th>
<th>TOTAL POPULATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>M</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>M+1</td>
<td>5</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>M+2</td>
<td>3</td>
<td>9</td>
</tr>
<tr>
<td>4</td>
<td>M+3</td>
<td>14</td>
<td>56</td>
</tr>
<tr>
<td>5</td>
<td>M+4</td>
<td>2</td>
<td>10</td>
</tr>
<tr>
<td>6</td>
<td>M+5</td>
<td>2</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>29</td>
<td>100</td>
</tr>
</tbody>
</table>

29.7 BREAKDOWN OF MEMBERSHIP FOR SENIOR MANAGEMENT

<table>
<thead>
<tr>
<th>FAMILY SIZE</th>
<th>NO. FAMILIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>M</td>
<td>3</td>
</tr>
<tr>
<td>M+1</td>
<td>5</td>
</tr>
<tr>
<td>M+2</td>
<td>3</td>
</tr>
<tr>
<td>M+3</td>
<td>14</td>
</tr>
<tr>
<td>M+4</td>
<td>2</td>
</tr>
<tr>
<td>M+5</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>29</td>
</tr>
</tbody>
</table>

29.8 ANALYSIS OF MEMBERSHIP FOR REST OF THE STAFF

<table>
<thead>
<tr>
<th>S/No</th>
<th>FAMILY SIZE</th>
<th>NO. FAMILIES</th>
<th>TOTAL POPULATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>M</td>
<td>44</td>
<td>44</td>
</tr>
<tr>
<td>2</td>
<td>M+1</td>
<td>30</td>
<td>60</td>
</tr>
<tr>
<td>3</td>
<td>M+2</td>
<td>58</td>
<td>174</td>
</tr>
<tr>
<td>4</td>
<td>M+3</td>
<td>73</td>
<td>292</td>
</tr>
<tr>
<td>5</td>
<td>M+4</td>
<td>76</td>
<td>380</td>
</tr>
<tr>
<td>6</td>
<td>M+5</td>
<td>94</td>
<td>564</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>375</td>
<td>1514</td>
</tr>
</tbody>
</table>
## 29.9 BREAKDOWN OF MEMBERSHIP FOR REST OF THE STAFF

<table>
<thead>
<tr>
<th>FAMILY SIZE</th>
<th>NO. FAMILIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>M</td>
<td>44</td>
</tr>
<tr>
<td>M+1</td>
<td>30</td>
</tr>
<tr>
<td>M+2</td>
<td>58</td>
</tr>
<tr>
<td>M+3</td>
<td>73</td>
</tr>
<tr>
<td>M+4</td>
<td>76</td>
</tr>
<tr>
<td>M+5</td>
<td>94</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>375</strong></td>
</tr>
</tbody>
</table>
### SCHEDULE IV: SERVICE PROVIDERS WITHIN MOMBASA & OTHER MAJOR TOWNS IN KENYA

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>PHONE/FAX</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hospitals</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mombasa Hospital</td>
<td>Vanga Road</td>
<td>Tel. 041-2312191/2312099</td>
</tr>
<tr>
<td>Aga Khan Hospital Mombasa</td>
<td>Off Nyerere Avenue</td>
<td>Tel 041-2312953/4/5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax 041-2313278</td>
</tr>
<tr>
<td>Jocham Hospital</td>
<td>Malindi Road</td>
<td></td>
</tr>
<tr>
<td><strong>Other Clinics</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Westland medical clinic</td>
<td>-Miritini</td>
<td>-Tel. 0722372113</td>
</tr>
<tr>
<td>Oasis Medical Centre</td>
<td>-Mtwapa</td>
<td>-Tel.</td>
</tr>
<tr>
<td>Tudor HealthCare</td>
<td>-Tudor Area</td>
<td>-Tel. 041-2491918</td>
</tr>
<tr>
<td>Tudor HealthCare</td>
<td>-Likoni - Msa</td>
<td>-Tel. 0723-272683</td>
</tr>
<tr>
<td>Tudor HealthCare</td>
<td>-Mikindani-Msa</td>
<td>-Tel. 0723-272683</td>
</tr>
<tr>
<td>Tudor HealthCare</td>
<td>-Magongo-Msa</td>
<td></td>
</tr>
<tr>
<td>Nyali HealthCare</td>
<td>-Nyali</td>
<td>-Tel. 0727-668880</td>
</tr>
<tr>
<td>Bomu clinic</td>
<td>-Magongo</td>
<td></td>
</tr>
<tr>
<td>Mikindani Medical Centre</td>
<td>-Mikindani</td>
<td>-Tel. 0723-984749</td>
</tr>
<tr>
<td>Vision Imaging &amp; Medical</td>
<td>-Off Coast General</td>
<td>-Tel. 0720-739613</td>
</tr>
<tr>
<td>Centre</td>
<td>Hospital</td>
<td>-Tel. 0723-343690</td>
</tr>
<tr>
<td>Dawida Maternity &amp; Nursing</td>
<td>-Wundanyi</td>
<td>-Tel. 0735-570781/0727-484492</td>
</tr>
<tr>
<td>Home</td>
<td></td>
<td></td>
</tr>
<tr>
<td>M.P Shah Hospitals</td>
<td>-All outlets</td>
<td>-Tel 3742763</td>
</tr>
<tr>
<td>Kenyatta National Hospital</td>
<td>-Nairobi</td>
<td>-Tel 27226300/0722-829500-2</td>
</tr>
<tr>
<td>(Private wing)-in patient only</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Avenue Hospital</td>
<td>-All outlets</td>
<td>-Tel 3742907/3745750/0728-093056</td>
</tr>
<tr>
<td>Nairobi Womens’ Hospital</td>
<td>-Nairobi</td>
<td>-Tel 0708-480507</td>
</tr>
<tr>
<td>Getrude’s Garden</td>
<td>-All outlets</td>
<td>-Tel 3763474-7</td>
</tr>
<tr>
<td>Children’s Hospital</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meridian Medical Centre</td>
<td>-All outlets</td>
<td>-Tel 2180121</td>
</tr>
</tbody>
</table>

**Pediatrician**
Provide list of not less than Ten (10) Pediatricians

**Gynecologist**
Provide list of not less than Ten (10) Gynecologists

**Dermatologist**
Provide list of not less than Ten (10) Dermatologists

**Physicians**
Provide list of not less than Ten (10) Physicians

**Dentist**
Provide list of not less than Ten (10) Dentists
### Table

<table>
<thead>
<tr>
<th>Specialty</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ophthalmologist</td>
<td>Provide list of not less than Ten (10) Ophthalmologists</td>
</tr>
<tr>
<td>E.N.T</td>
<td>Provide list of not less than Ten (10) E.N.T Specialists</td>
</tr>
<tr>
<td>Psychiatrist</td>
<td>Provide list of not less than Ten (10) Psychiatrists</td>
</tr>
<tr>
<td>Pharmacy</td>
<td>Provide list of not less than Ten (10) accredited Pharmacies</td>
</tr>
</tbody>
</table>

**NOTE:** IN ADDITION TO THE ABOVE LIST, PROVIDE OTHER HOSPITALS, CLINICS AND CONSULTANTS WITH OUTLETS IN THE COUNTRY.

### 31.0 SPECIAL CONDITIONS OF CONTRACT

1. Section 30.0
2. Section 31.0
3. Section 32.0
4. Section 33.0
5. Section 34.0
6. Section 35.0

Tender Form to be dully filled by the tenderer.

Tender Security Form is the format to be used.

Contract Form is for information only.

Performance Security form is for information only.

Bank Guarantee for advance payment is for information only.

Declaration Form is to be dully filled by the tenderer.
31.0 **GENERAL CONDITIONS OF CONTRACT**

1. **Definitions**

In this contract, the following terms shall be interpreted as indicated.

“The contract” Means the agreement entered into between the procuring entity and the Tenderer as recorded in the contract form signed by the parties, including all attachment and appendices thereto and all documents incorporated by reference therein.

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

(b) “the goods” means all the equipment, machinery, and/or other materials which the tenderer is required to supply to the procuring entity under contract.

(c) “The procuring entity” means the organization purchasing the Goods/Services under this contract.

(d) “The tenderer” means the individual or firm supplying the Goods/ offering services under this contract.

(e) “The word Services” means the medical care services under this contract.

2. **APPLICATION**

2.1 These General conditions shall apply in all contracts made by the procuring entity for the procurement of goods.

25.2 Must provide a copy of a current registration certificate from the Commissioner of Insurance showing that they are registered Medical Insurance Providers.

25.3 Must attach the Company profile

25.4 Must have provided Medical Insurance Cover for the last five years.

25.5 Must attach a list of five largest medical insurance schemes accounts they currently cover whose premium is over Kshs.50 million.

25.6 Must attach **certified** audited accounts for 2015 and 2016

25.7 Must attach Medical Reinsurance slip cover note for 2017.
5.0 Use of Contract Documents and Information

5.1 The candidate shall not, without the procuring entity’s 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 tenderer in the performance of the contract.

5.2 The tenderer shall not, without the procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 5.1 above.

5.3 Any document other than the contract itself, enumerated in paragraph 5.1 shall remain the property of the procuring entity and shall be returned (all copies) to the procuring entity on completion of the tenderer’s performance under the contract if so required by the procuring entity.

6.0 PATENT RIGHTS

6.1 The Tenderer shall indemnity the procuring entity all third-day claims of infringement of patent, trademark, or industrial design rights arising from use of the goods/services or any part thereof in the procuring entity’s country.

7 PERFORMANCE SECURITY

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful tenderer shall furnish to the procuring entity the performance Security in the amount 10% of the total contract price.

7.2 The proceeds of the performance Security shall be payable to the procuring entity as compensation for any loss resulting form the tenderer’s failure to complete its obligation under the contract.

7.3 The performance Security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the procuring entity in the form provided in the tender documents.

7.4 The performance Security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer’s performance obligations under the contract, including any warrant obligations, under the contract.
10 DELIVERY AND DOCUMENTS

10.1 Delivery of the goods/Services shall be made by the tenderer in accordance with the terms specified by procuring entity in its schedule of requirements and the special conditions of contract.

11 PAYMENT

11.1 The method and condition of payment to be made to the tenderer under this contract shall be specified in the special conditions of contract.

11.2 Payments shall be made accordingly by the procuring entity as specified in the contract.

12 PRICES

12.1 Prices charged by the tenderer of goods delivered and services performed under this contract, shall not with the exception of any price adjustments authorized in special conditions of contract, vary from the prices by the tenderer in its tender.

13 ASSIGNMENT

13.1 The tenderer shall not assign in whole or in part, its obligations to perform under this contract, except with the procuring entity’s written consent

14 SUB-CONTRACTS

14.1 The tenderer shall notify the procuring entity in writing of all subcontracts awarded under this contract if not already specified in the tender. Such notification in the original tender or later, shall not relieve the tenderer from any liability or obligation under the contract.

15.0 TERMINATION FOR DEFAULT

15.1 The procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer terminate this contract in whole or in part.

(a) If the tenderer fails to deliver any or all of the goods/services within the period(s) specified in the contract, or within any extension thereof granted by the procuring entity.
(c) If the tenderer fails to perform any other obligation(s) under the contract.

(d) If the tenderer in the judgment of the procuring entity has engaged in Corrupt or fraudulent practices in competing for or in executing the contract.

15.2 In the event the procuring entity terminates the contract in whole or in part, it may procure upon such items and in such manner, as it deems appropriate, goods similar to those undelivered, and the tenderer shall be liable to the procuring entity for any excess costs for such similar goods.

16.0 RESOLUTION OF DISPUTES

16.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

16.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may be require adjudication in an agreed national arbitration forum.

17.0 LANGUAGE AND LAW

The language of the contract and law governing the contract shall be English language and the Laws of Kenya respectively unless other stated.

18.0 FORCE MAJEURE

18.1 The tenderer shall not be liable for forfeiture of its performance security, or termination for default if and the extent that the delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
TENDER FORM

Form of Tender

Date: …………………………………………………………….

Tender No: ………………………………………………………

To: ……………………………………………………………

Gentlemen and/or Ladies

1. Having examined the tender documents including addenda Nos………………… (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned offer to and deliver (…………………………………………………) In conformity with the said tender documents for the sum of …………………………………………………………….
   Total tender (amount in words and figures). We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery specified in the Bills of Rates Section.

2. If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to …………………………………….percent of the contract price for the due performance of the contract.

3. We agree to abide by this Tender for a period of 120 days from the date or 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. Until a formal contract is prepared and executed this together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ………………………………………….day of…………………………………………20…………

Duly authorized to sign tender for and on behalf of …………………………………………………
TENDER SECURITY FORM (FORMAT TO BE USED BY YOUR BANK)

Whereas …………………………………………… (Name of the tenderer) (hereinafter called “the tenderer”) has submitted his tender dated …………………(date
of submission of tender) for the supply of …………………………………. (Name and/or description of the goods) (Hereinafter called “the tender”)…………………………………………………………………………………………………………………………………………………………………………………………………………………………

KNOW ALL PEOPLE by these present that WE ………………………………………
………………………………………………….of ………………………………………
………………………………………………………………………………………………
Having our registered office at ……………………………………… (Hereinafter called “The Bank”) are at Bound unto …………………………… (Name of procuring entity) (Thereinafter called “the Procuring Entity”) in the sum of ………………………………..
………………………………………………..for which payment well and truly to be
Made to the said procuring entity, the Bank binds itself its successors and assigns by
These present. Sealed with the common seal of the said Bank this ……………….day
Of ………………………20………………………….

THE CONDITIONS of this obligation are:
1. If the tenderer withdraws its tender during the period of tender validity specified by the tenderer on the tender form; or
2. If the tenderer, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity.

(a) Fails or refuses to execute the contract form, if required; or
(b) Fails or refuses to furnish the performance security, in accordance with the instruction to tenderer’s:
We undertake to pay to the procuring entity up to the above amount upon receipt of its first written demand, without the procuring entity having to substantiate its demand, provide that in its demand the procuring entity will note that the amount

Claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)
CONTRACT FORM

THIS AGREEMENT made the day of…………………………..20………………
Between ……………………………. (Name of procurement entity) of ………..
(Country of Procurement entity) (Hereinafter called “the procuring entity”) of the one part
and (name of tender) of …………………………… (City and country of tenderer)
(hereinafter called “the tendered ”) of the other part.

WHERE AS the procuring entity invited tenders for certain goods and services,
Viz ………………………..(brief description of goods) and has accepted a tender by the
tenderer for the supply of those goods in the sum of (contract price in words and
figures)(hereinafter called “the contract price”)

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

01 In this agreement words and expressions shall have the same meanings as are
respectively assigned to them in the conditions of contract referred to.

02 The following documents shall be deemed to form and be read and construed as
part of this agreement, Viz
(a) The tender form and price schedule submitted by the tenderer ,
(b) The schedule of requirement;
(c) General Conditions of the contract and
(d) The special conditions of the contract and
(e) Any addendum issued
(f) The Procuring entity’s Notification of Award.

03 In consideration of the payments to be made by the procuring entity to the
tenderer as hereinafter mentioned, the tenderer covenants with the procuring
entity to provide the goods and services and to remedy defects therein in
conformity in all respects with the provisions of the contract.

04 The Procuring entity hereby covenants to pay the tenderer in consideration of the
Provision of the goods and 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 for the above written.
Signed sealed, delivered by …………………………………………………………the
……………………………………………………… (For the Procuring Entity)
Signed sealed, delivered by …………………………………………………………the
TO: ......................................................................................................................

(Name of procuring entity)

WHEREAS ..............................................name of tenderer) (hereinafter called “The tenderer”) has undertaken in pursuance of contract no. (Reference number of the contract) ..........................................................................................................................

Dated _________________________________20____________________ to supply ..........................................................................................................................

(Date) …………………………………………………………………………………

(Name of bank or financial institution)

(Address) …………………………………………………………………………………

This guarantee is valid until the day of ____________________20 __________________
BANK GUARANTEE FOR ADVANCE PAYMENT

TO: .................................................................................................................................

(Name of Procuring Entity)

(Name of Tenderer)................................................................................................................

Gentlemen and/or ladies:

In accordance with the payment provision included in the special conditions of contract which
amends the General Condition of Contract to provide for advance payment
..............................................................................................................................................

(Name and address of the tenderer) (Hereinafter called “the tenderer”) shall deposit with the
procuring entity a bank guarantee to guarantee its proper and faithful performance under the said
clause of the contracting an amount of ....................................................................................

(Amount of guarantee in figures and words)

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

This guarantee shall remain valid and in full effect from the date of the advance payment received
by the tenderer under the contract until ......................... (Date).................................

Yours truly,

Signature and Seal of Guarantors

.............................................................................................................................................

(Name of Bank or financial Institution)

.............................................................................................................................................

(Address)

.............................................................................................................................................

(Date)
35.0 **DECLARATION FORM**

We hereby confirm that the above information is correct and true to the best of our knowledge.

We further declare that should we be awarded this Tender and later the above information turns out to be untrue, we shall indemnity the company the full cost of the contract, the advertisement charges of this tender plus all other damages that accrue due to false declaration.

Name and Address of Company:
M/S ………………………………………………………………………………………………………
P.O. Box ………………………………………………………………………………………………
Town ………………………………………………………………………………………………
Telephone No…………………………………………………………………………………
Fax No…………………………………………………………………………………………
E-Mail Address: ……………………………………………………………………………………
Signature: ………………………………………………………………………………………
Name in full: ……………………………………………………………………………………
Position: ………………………………………………………………………………………

Official rubber stamp………………………………………………………………………………

Date: ………………………………………