



TENDER No. UNES/USAID/003/2016-2017

**PROVISION OF WIBA AND GROUP LIFE INSURANCE COVERS FOR
THE DHIS II PROJECT STAFF**

**UNIVERSITY OF NAIROBI ENTERPRISES AND SERVICES LIMITED
BOOKSTORE-UNIVERSITY OF NAIROBI MAIN CAMPUS GROUNDS-
HARRY THUKU ROAD**

P.O. BOX 68241-00200 NAIROBI, KENYA

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JUNE, 2017

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SECTION I - INVITATION FOR TENDERS

Date: 6TH JUNE, 2017

TENDER REF. No UNES/USAID/003/2016-2017 - PROVISION OF WIBA AND GROUP LIFE INSURANCE COVERS FOR THE DHIS II PROJECT STAFF

University of Nairobi Enterprises and Services (UNES) Limited invites sealed tenders from eligible candidates for Provision of WIBA and Group Life Insurance Covers for the DHIS II Project Staff for a period of one (1) year renewable for a further period of one year subject to satisfactory performance.

Interested and eligible bidders may view the document from the UNES website www.unes.co.ke or IFMIS website (<http://supplier.treasury.go.ke>) or at UNES Procurement Office at the University Bookstore for detailed descriptions during normal office hours.

Interested and eligible bidders are required to download the tender documents from the website free of charge and immediately email their names and contact details to: unes-procurement@uonbi.ac.ke for records and communication of any tender clarifications or addenda.

The Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings or any other freely convertible currency and shall remain valid for (90) days from the closing date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and tender description should be addressed to:-

**THE MANAGING DIRECTOR,
UNIVERSITY OF NAIROBI ENTERPRISES AND SERVICES LTD
P.O BOX 68241-00200
NAIROBI KENYA**

so as to be received on or before **Tuesday 20th June, 2017 at 10:00 a.m.** and be deposited in the Tender Box situated at Bookstore Reception, Administration Block, University of Nairobi Grounds, Harry Thuku Road-Nairobi.

Tenders will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend at the **UNES Bookstore, University of Nairobi Administration Block Main Campus Grounds, Harry Thuku Road.**

UNES is a Corruption free environment. Any Pressure, influence attempt should be reported to the Managing Director through the address provided above.

**MANAGING DIRECTOR
UNIVERSITY OF NAIROBI ENTERPRISES AND SERVICES LIMITED**

SECTION II- INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2 The Procuring entities employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by UNES to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and UNES, 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. 1,000/=

2.2.3 UNES shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules

- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 **Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify UNES by post, fax or by email at UNES address indicated in the Invitation for tenders. UNES will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of the tenders, prescribed by UNES. 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 UNES shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.5 **Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, UNES, 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 and addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, UNES, 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 UNES, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

2.8. Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

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

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

Prices shall be quoted in Kenya Shillings.

2.11. Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to UNES satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. **Tender Security**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.12.2 The tender security shall not exceed 2 per cent of the tender price.

2.12.3 The tender security is required to protect UNES against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by UNES as non-responsive, pursuant to paragraph 2.20.5

2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. **Validity of Tenders**

2.13.1 Tenders shall remain valid for 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by UNES as non-responsive.

2.13.2 In exceptional circumstances, UNES may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not

be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare **one (1)** original and one **(1) copy** of the tender, clearly marking each “**ORIGINAL TENDER**” and “**COPY OF TENDER,**” as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL TENDER**” and “**COPY OF TENDER**”. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to UNES at the address given in the Invitation to Tender.
- (b) bear tender number and name in the invitation to tender and the words, “**DO NOT OPEN BEFORE Tuesday 20th June, 2017 at 10:00 a.m.**”

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, UNES will assume no responsibility for the tender’s misplacement or premature opening.

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by UNES at the address specified under paragraph 2.15.2 not later than **Tuesday 20th June, 2017 at 10:00 a.m.**

2.16.2 UNES 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 UNES and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by UNES as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by UNES prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

2.18.1 UNES will open all tenders in the presence of tenderers' representatives who choose to attend on **Bookstore Boardroom at the University of Nairobi Administration Block, Main Campus Grounds- Harry Thuku Rd.** The tenderers' representatives who are present shall sign a register evidencing their attendance

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

2.18.3 UNES will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders UNES may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence UNES in UNES's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 UNES will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

2.20.3 UNES may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, UNES 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 UNES's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by UNES and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to single currency

2.21.1 Where other currencies are used, UNES will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22 Evaluation and Comparison of Tenders

2.22.1 UNES will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 UNES's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

- (a) Operational Plan

(i) UNES 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 UNES'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. UNES may consider the alternative payment schedule offered by the selected tenderer.

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

2.23 Contacting Procuring Entity

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

2.23.2 Any effort by a tenderer to influence UNES in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as UNES deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event UNES will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.24 UNES will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

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

2.26.1 UNES 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 UNES's action. If UNES determines that none of the tenders is responsive, UNES shall notify each tenderer who submitted a tender.

2.26.2 UNES shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.26.3 A tenderer who gives false information in the tender document about 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.

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, IAR will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and UNES pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 UNES will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

2.28.1 At the same time as UNES notifies the successful tenderer that its tender has been accepted, UNES will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to UNES.

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

2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

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

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event UNES may make the award to the next lowest evaluated tender or call for new tenders.

2.29 Corrupt or Fraudulent Practices

2.30.1 UNES requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 UNES will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

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

Appendix to Instructions to Tenderers

The following information for the Provision of WIBA and Group Life Insurance Covers for the DHIS II Project Staff 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.

(I) Provisions of Appendix to instructions to Tenderers

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	This tender is open to all eligible and licensed Insurance Brokers in the provision of WIBA and Group Life Insurance Services
2.12 Tender Security	Provide tender security of Kes. 200,000.00 valid for a period of 30 days beyond the tender validity period
2.12.4	Form of Tender Security. The Tender Security shall be in the form of Bank Guarantee from a reputable bank or a Guarantee from an Insurance Company approved by the Public Procurement Regulatory Authority (PPRA) formerly PPOA.
2.13	Validity of Tenders: Tenders shall remain valid for 90 days after date of Tender Opening (Tender Opening date- Tuesday 20th June, 2017 at 10:00 a.m.)
2.14.1 Number of Tender Copies Required	One (1) original and one (1) copy properly bound. The tender shall be paginated.
2.15.2 (b) State day, date and time of tender closing	Tuesday 20th June, 2017 at 10:00 a.m.
2.16.1 State day, date and time of tender closing	<i>As 2.15.2 (b) above</i>
2.16.3	The office of the Procurement Officer, UNES Bookstore, University of Nairobi Administration Block, Main Campus Grounds- Harry Thuku Rd.
2.18.1	<i>As 2.15.2 (b) above</i>
2.22. The evaluation criteria	See (II) below
2.29.1 performance security	10% of the total annual premium valid for a period of one year and renewable in subsequent years.

(II) EVALUATION CRITERIA

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

1.	MANDATORY REQUIREMENTS - Bidders <u>MUST</u> meet all the mandatory requirements to qualify for technical evaluation	POINTS
a)	Submit tender security for Kes. 200,000.00.	YES/NO
b)	Valid (Current) Registration Certificate by Insurance Regulatory Authority (IRA) 2017	”
c)	Valid Registration Certificate by the Association of Insurance Brokers (AIBK)	”
d)	Submit a Copy of Valid Tax Compliance Certificate from KRA	”
e)	Submit a Copy of Current Single Business Permit from a County Government	”
f)	Submit a Copy of Certificate of Incorporation/Registration	”
g)	Submit Certified copy of Company registration (CR 12) and a schedule detailing information on Shareholding Percentages, Shares, Residence/Location and address of each Director	”
h)	Completion of Confidential Business Questionnaire Form(Must be filled, signed by an Authorized signatory and stamped/sealed)	”
i)	Duly Completed, signed and stamped/sealed form of tender	”
j)	Properly bound, good presented document. The tender document shall be paginated.	”
2.	TECHNICAL EVALUATION	Scores
a)	Firms experience in provision of the similar services.	20
b)	Provide a List of five Corporate Clients (5 Marks) and recommendation letters from at least five corporate clients (15 Marks) for the period of last three years.	20
c)	Least period used to settle previous claims upon presentation of all required documents. (Attach evidence)	15
d)	Qualification and experience of Key staff proposed staff for assignment Team Leader <ul style="list-style-type: none"> • Member of ACII/AIIK (5 Marks) • Relevant degree (Insurance or business related) (5 Marks) • Relevant experience with at least 3 years after qualifications (10 Marks) Other members (at least two members) <ul style="list-style-type: none"> • Membership to ACII/AIIK (5 Marks) • Relevant degree (Insurance or business related) (5 marks) • Relevant experience with at least 2 years after qualifications (10 Marks) 	40
e)	Submit a copy of certified and each audited accounts for the last three (3) years- 2014, 2015 and 2016	5
	TOTAL TECHNICAL	100

NB: To qualify at technical evaluation to proceed to financial evaluation, the bidder must score a minimum of 70%.

3. FINANCIAL EVALUATION

The Premium quoted: The firm that would offer the lowest premiums among the technically responsive bidders will be considered for award of tender.

The Financial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, the Policy Excess amounts, exclusion clauses, and other pertinent terms and conditions of tender.

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III : GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

- (a) “The Contract” means the agreement entered into between UNES and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to UNES under the Contract.
- (d) “UNES” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

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

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without UNES’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 UNES in connection therewith, to any person other than a person employed by the

contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without UNES's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of UNES and shall be returned (all copies) to UNES on completion of the contract's or performance under the Contract if so required by UNES.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify UNES against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to UNES the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to UNES as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to UNES and shall be in the form of:

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

3.6.4 The performance security will be discharged by UNES and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by UNES in the schedule of requirements and the special conditions of contract

3.8. Payment

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

3.82. Payment shall be made promptly by UNES, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor.

3.9. Prices

3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in UNES's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

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

3.9.4 Price variation requests shall be processed by UNES within 30 days of receiving the request.

3.10. Assignment

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with UNES's prior written consent.

3.11. Termination for Default

3.11.1 UNES may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

(a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by UNES.

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

(c) If the Contractor in the judgment of UNES has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event UNES 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 UNES for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 UNES 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 UNES.

3.13. Termination for Convenience

3.13.1 UNES by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination UNES may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 UNES and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties shall be written in the same language.

3.16. Applicable Law

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

3.17 Force Majeure

3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.18 Notices

3.1.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

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

Reference	of	Special condition of contract
3.7	Delivery of Services	
3.8	Payment	Within 14 days upon signing of contract and receipt of Invoice/Debit Notes
	Performance Bond	10% of total annual Premium
3.16	Applicable law	The Laws of Kenya
3.18	Notices	The Managing Director, University of Nairobi Enterprises and Services Limited, P.O. Box 68241-00200 NAIROBI Email : unes-procurement@uonbi.ac.ke

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for preparing Schedule of Requirements.

1. The schedule of Requirements shall be included in the tender documents by UNES and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
2. The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

SECTION V - SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE/ SCHEDULE OF REQUIREMENTS FOR PROVISION OF WIBA AND GROUP LIFE INSURANCE SERVICES FOR THE DHIS II PROJECT STAFF

1. Introduction

University of Nairobi Enterprises & Services Limited (UNES) is the Commercial arm of the University of Nairobi charged with responsibility of inculcating entrepreneurial and best business practices to the overall University. The Company provides Institutional and Research Consultancy, Professional Trainings and Product Innovations in several thematic areas. Further, UNES provides Bookstores and Hospitality to the University community and the public at large in addition to the Financial Management of other commercial activities of the University.

UNES thus intends to contract a reputable insurance broker to provide WIBA and Group Life Insurance Services for its project staff. The period of this Cover will commence from 1st August, 2017 to 31st July, 2018 and may be renewed annually for a further period of two (2) years at the sole discretion of UNES.

UNES invites only insurance brokers to apply for this tender.

2. Group Life Insurance Cover

The objective of this contract is to provide group life insurance cover to project staff members. Payment of benefit will be as a result of accidental death or bodily injury to the insured including riots, strikes, terrorism actions and malicious damage.

Current Estimate Annual earnings for the ten (10) staff members are at **KES. 25,606,202.40**

Scope

The insurance provider should provide a cover to a minimum of the following scope listed. Please note that this list is not exhaustive and just provides the basic needs of the project staff members. You can provide additional information that your Company's group life insurance policy has;

1. Death as a result of any cause – 3 years Basic Salary
2. Permanent total disability as a result of any cause – 3 years basic salary
3. Free Cover Limit (FCL); State your maximum limit
4. Covering annual salary times 3 years;
5. Political Violence & Terrorism Extension Clause.
6. Critical Illness - If a member contracts a critical illness for the first time in their life 30% of the accepted group life sum assured (state the maximum limit). On subsequent death the 70% of the benefits will be payable to the next of kin.
7. Last Expenses benefit (state the benefit amount) be paid to cater for the immediate burial costs.
8. Upon death due to Illness, Accident or natural causes of an assured member whilst in employment of UNES. Cover is payable 48hrs upon receipt of all required documentation.
9. No exclusion on HIV/AIDS deaths.

10. No restriction out of death benefits arising from accidental causes due to medical noncompliance.
11. Claims settled within 4 working days upon receipt of full documentation while last expense paid within 48 hours upon receipt of all required documentation.
12. Provides coverage on a 24 hour and worldwide basis. Should not be restricted to Kenya.
13. The terminal ages are 70 years for death benefits and 60 years for critical illness and disability benefits.
14. No exclusion on passive war, invasion, terrorism, act of foreign enemy, hostility, war-like operation, civil war, rebellion, revolution, insurrection, military or usurped power and popular rising, martial law, strike, riot, civil commotion or mutiny.

Other clauses on Group Life Cover

These clauses indicate the extent of the cover:-

- Duty or pleasure
- Worldwide cover while on travel
- Exposure clause
- Air travel as passenger or any standard licensed air craft
- Disappearance clause
- Double benefit clause
- Trustee clause
- Motor cycling
- Payment on account clause
- Riot, strike, civil commotion and including mountaineering, rugby, basketball and football etc
- Act of terrorism
- Any social activity organized by employer
- Age limit 18-70 years
- Cancellation notice
- Addition and deletion
- Passive war
- Any other

The Group Life Insurance Provider will propose their own strategies that meet the criteria noted above in the scope and the evaluation criteria stated and to a minimum should provide;

- a) Claims procedures
- b) Underwriting requirements

3. Work Injury Benefit Act Cover – (WIBA Plus)

The objective of this contract is to provide Work Injury Benefit Act/GPA (WIBA Plus) Cover to the Project Staff. This is as per the Act of Parliament to provide for compensation to employees for work related injuries and diseases contracted in the course of their employment and for connected purposes. The compensation is as per the scale of benefits as described in the act.

Scope

Estimate annual earnings for the ten (10) staff members at **KES. 25,606,202.40** with the following benefits at minimum (Offerors can include additional benefits);

1. Death – 3 years’ salary
2. Permanent Total Disability – 3 years
3. Temporary Total Disability – Actual weekly earnings salary up to 104 weeks.
4. Medical expenses – Above 250,000 KES
5. Funeral expenses – Above 200,000 KES (includes member and spouse)
6. Excess 5,000/- on each and every claim apart from funeral expenses, accumulation limit Kshs. 100,000,000/-
7. Occupational illness
8. Exposure clause
9. Hijack clause
10. Jurisdiction clause
11. Terrorism, riot and political violence coverage
12. Repatriation clause – Kshs. 100,000/-
13. Disappearance clause
14. Airfares for treatment clause above 200,000/-
15. Worldwide coverage

We undertake, if our tender is accepted, to place insurance covers in accordance with the details specified herein above.

Name of the Medical Insurance Provider.....
Name of signatory:.....
In the capacity of:.....
Authorized Signature:.....
Company Rubber Stamp/Seal:.....

SECTION VI - STANDARD FORMS

Notes on the standard Forms

1. **Form of TENDER**- The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to UNES.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to UNES.

Form of Tender

To: _____ Date _____

.....

Name and address of procuring entity _____

Tender No. Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of[Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

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

Dated this _____ day of _____ 2016

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

PREMIUM SCHEDULE FORM

Please submit your premiums using the following format in Kshs.:-

S/No.	Description of Cover	Total population	Total Premiums (Kshs.)
1.	Group Life insurance	10	
2.	Work Injury Benefit Act (WIBA Plus)	10	
	TOTAL		

NB:

- The total premiums must be inclusive of all taxes
- Annual premium will be paid either once (or equal installments) at the beginning of the policy.

Signature and Stamp of tenderer: _____

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

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____ between Insurance Regulatory Authority of _____ [country of Procurement entity] (hereinafter called UNES) of the one part and _____ [name of tenderer] of _____ [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS re invited tenders for the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (herein after called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements
 - (c) the Details of cover
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) UNES’s Notification of Award
3. In consideration of the payments to be made by UNES to the tenderer as hereinafter mentioned, the tenderer hereby covenants with UNES to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. UNES 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 UNES)

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

You are advised that it is a serious offence to give false information on this Form. Part _____ General:

Business Name
Location of business premises
Plot No. Street/Road
Postal AddressCode.....City/Town.....
Tel. No. Mobile Nos.....
Email Website:.....
Nature of business
Registration Certificate No.

Maximum value of business which you can handle at any one time Kshs.
.....
Name of your bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age
Nationality Country of origin
Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

Table with 4 columns: Name, Nationality, Citizenship Details, Shares. Rows 1-5 with dotted lines for input.

Part 2(c) – Registered Company:

Private or public State
the nominal and issued capital of the company –
Nominal Kshs.. Issued
Kshs.....

Give details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1.			
2.			
3.			
4.			
5.			

.... Date.....Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at Insurance Regulatory Authority (hereinafter called <UNES> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____
_____20__

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by UNES on the Form; or
2. If the tender, having been notified of the acceptance of its tender by UNES during the period of tender validity
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to UNES up to the above amount upon receipt of its first written demand, without UNES having to substantiate its demand, provided that in its demand UNES will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[Name of procuring entity]

WHEREAS *[name of tenderer]*

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____

_____ *[reference number of the contract]* dated _____ 20

_____ to supply

[description of insurance services] (Hereinafter called “the Contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2016 _

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT AND
.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the Insurance Regulatory Authority of
.....dated the...day of20.....in the matter of Tender
No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for order/orders that: - 1.
2.
etc

SIGNED(Applicant)

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



FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day
of20.....

SIGNED
Board Secretary